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No. 80-1045

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

JACKSONVILLE BULK TERMINALS, INC.,
HOOKER CHEMICAL CORPORATION, and
OCCIDENTAL PETROLEUM CORPORATION,
Petitioners,

v.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, *et al.*,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE FIFTH CIRCUIT

JOINT APPENDIX

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PETITION FOR CERTIORARI FILED DECEMBER 24, 1980
CERTIORARI GRANTED MARCH 30, 1981

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THE FOLLOWING OPINIONS AND ORDERS HAVE BEEN OMITTED IN PRINTING THIS APPENDIX BECAUSE THEY APPEAR ON THE FOLLOWING PAGES IN THE APPENDIX TO THE PRINTED PETITION FOR CERTIORARI:

A. Opinion of the United States Court of Appeals for the Fifth Circuit, September 25, 1980 .....1a (App.)

B. Order and Opinion of the United States District Court, Middle District of Florida, Jacksonville Division .....26a (App.)

I. RELEVANT DOCKET ENTRIES

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

DATE	PROCEEDINGS
1980	
Jan. 28	Verified complaint for temporary restraining order, preliminary injunction, specific performance and damages filed.
Feb. 1	Preliminary injunction issued and opinion of Judge Black entered.
Feb. 7	Notice of Appeal filed by defendant.

IN THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

DATE	PROCEEDINGS
1980	
Feb. 12	Appeal docketed.
Sept. 25	Judgment issued.
Oct. 28	Order denying motion to stay mandate pending petition for Writ of Certiorari issued.
Oct. 28	Mandate issued.

II. RELEVANT PLEADINGS AND EXHIBITS

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

Case No. 80-81-CIV-J-B

JACKSONVILLE BULK TERMINALS, INC.
Plaintiff,

v.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION; LOCAL UNION 1408, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION; LANDON WILLIAMS, INDIVIDUALLY AND AS VICE-PRESIDENT OF LOCAL 1408; MELVIN ANDREWS, INDIVIDUALLY AND AS VICE-PRESIDENT OF LOCAL 1408; OLIVER COLLINS, INDIVIDUALLY AND AS TREASURER OF LOCAL 1408; PAUL FIELDS, INDIVIDUALLY AND AS BUSINESS AGENT OF LOCAL 1408; JOHN DOE AND ALL OTHER MEMBERS OF LOCAL 1408 OF THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, OR OF ANY OTHER LABOR ORGANIZATION ACTING IN CONCERT WITH THE NAMED DEFENDANTS,
Defendants.

VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION, SPECIFIC PERFORMANCE AND DAMAGES

JACKSONVILLE BULK TERMINALS, INC. ("JBT"), by its undersigned attorneys, sues INTERNATIONAL LONGSHOREMEN'S ASSOCIATION; LOCAL UNION 1408, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION; LANDON WILLIAMS, INDIVIDUAL-

LY AND AS VICE-PRESIDENT OF LOCAL 1408; MELVIN ANDREWS, INDIVIDUALLY AND AS VICE-PRESIDENT OF LOCAL 1408; OLIVER COLLINS, INDIVIDUALLY AND AS TREASURER OF LOCAL 1408; PAUL FIELDS, INDIVIDUALLY AND AS BUSINESS AGENT OF LOCAL 1408; JOHN DOE AND ALL OTHER MEMBERS OF LOCAL 1408 OF THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION OR ANY OTHER LABOR ORGANIZATION ACTING IN CONCERT WITH THE NAMED DEFENDANTS and alleges:

COUNT I

1. This action arises under section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. § 185. Jurisdiction is conferred upon this Court by the provisions of that section. Venue in this Court is appropriate under 28 U.S.C. § 1391(b).

2. JBT is a Florida corporation with its principal place of business at Jacksonville, Florida. JBT is a wholly-owned subsidiary of Oxy Chemical Corporation, which is a subsidiary of Hooker Chemical Corporation ("Hooker"). Ownership of each of these corporations is ultimately vested in Occidental Petroleum Corporation.

3. JBT maintains a bulk marine shipping terminal ("the Jacksonville terminal") at the Port of Jacksonville, Florida. At the Jacksonville terminal, cargo of various kinds is loaded onto and unloaded from ocean-going vessels. JBT is in an industry affecting commerce within the meaning of section 2(6) of the National Labor Relations Act, as amended, 29 U.S.C. § 152(6), and section 301 of the Labor Management Relations Act.

4. The INTERNATIONAL LONGSHOREMEN'S ASSOCIATION ("the International") is a labor organization under Chapter 447, Florida Statutes (1979). LOCAL

1408 of the International ("Local 1408") is also a labor organization under Chapter 447, Florida Statutes (1979), and is an affiliate of the International. Local 1408 maintains a hiring hall ("the hiring hall") serving the Port of Jacksonville. The International and Local 1408 are engaged, through their officers and agents, in representing longshoremen who perform work at JBT's terminal pursuant to JBT's requests for labor. The longshoremen are working in an industry affecting commerce within the meaning of section 301 of the Labor Management Relations Act. Local 1408 and the International have been the exclusive representatives of all longshoremen performing work at JBT's terminal facilities at all pertinent times.

5. The individual defendants are officers and/or agents of Local 1408. They are also representatives of a class consisting of the longshoremen who perform work at JBT's terminal.

6. JBT's Jacksonville terminal includes buildings, offices, storage tanks, terminal facilities, docks, machinery, and equipment with a current market value in excess of $25,000,000. JBT employs approximately twenty-three employees at the Jacksonville terminal. Further, JBT utilizes members of Local 1408 in its daily business of loading and unloading cargo on ships and in receiving cargo to be loaded on ships. Through the hiring hall and pursuant to pertinent collective bargaining agreements, Local 1408 refers members to JBT to perform services related to JBT's daily business. JBT uses only employees represented by Local 1408 to perform longshore and related work.

7. Local 1408 and the International, acting through their officers, agents, and designated members, are the exclusive collective bargaining agents for the longshoremen described in Paragraphs 4 and 6 and possess the requisite legal authority to enter into binding collective

bargaining agreements with JBT on behalf of JBT's employees.

8. On or about October 1, 1977, JBT, as a member of the Jacksonville Maritime Association, Inc., entered into a collective bargaining agreement ("the collective bargaining agreement") with Local 1408 and the International covering longshoring and related activities at the Port of Jacksonville, Florida. A copy of the collective bargaining agreement is attached to this complaint as Exhibit A. JBT is one of twelve signatories to the collective bargaining agreement. The collective bargaining agreement remains in full force and effect until September 30, 1980.

9. Among the cargo handled at JBT's terminal facilities are large amounts of superphosphoric acid ("SPA"), a phosphate-based chemical used as a component of fertilizer. SPA is produced at Hooker's facility in White Springs, Florida, at a plant employing in excess of 2,000 persons. It is shipped to the Union of Soviet Socialist Republics ("Soviet Union") pursuant to an agreement ("the exchange agreement") between Occidental Petroleum Corporation and the Soviet Union. The exchange agreement provides for Hooker's purchase of ammonia, urea, and potash from the Soviet Union over the twenty-year term of the exchange agreement.

10. Seventy-five percent (75%) of the phosphate produced by Hooker at White Springs, Florida, is shipped in the form of SPA to the Soviet Union through JBT's Jacksonville terminal. Shipments to the Soviet Union account for nearly eighty percent of the revenue derived from Hooker's White Springs plant. Shipments to the Soviet Union under the exchange agreement have totalled approximately 10,000 metric tons in 1978, 480,000 metric tons in 1979. They are projected to total 1,000,000 metric tons in 1980 and in succeeding years.

11. On or about October 4, 1979, JBT entered into another agreement ("the supplemental agreement") with Local 1408 and the International. The supplemental agreement governs longshoring and related activities necessary for SPA shipments to the Soviet Union under the exchange agreement. A copy of the supplemental agreement is attached to this complaint as Exhibit B. The supplemental agreement remains in full force and effect for the duration of the exchange agreement. Among other things, the supplemental agreement provides that the collective bargaining agreement applies in circumstances not expressly covered in the supplemental agreement.

12. The collective bargaining agreement contains a mandatory grievance and arbitration procedure ("the arbitration clause"), which governs all disputes between JBT, Local 1408, and the International and which states:

> [Par. 15(B)]. Matters under dispute which cannot be promptly settled between the Local and an individual Employer shall, no later than 48 hours after such discussions, be referred in writing covering the entire grievance to a Port Grievance Committee . . . .
>
> . . . .
>
> A majority decision of this Committee shall be final and binding on both parties and on all Employers signing this Agreement. In the event the Committee is unable to reach a majority decision within 72 hours after meeting to discuss the case, it shall employ a professional arbitrator. . . .

The supplemental agreement makes no change in the arbitration clause.

13. The collective bargaining agreement also contains a pervasive and explicit no-strike clause ("the no-strike clause"), which states:

> [Rule 15(A)(1) During the term of this Agreement, the Employer agrees that there shall be no lockouts of the members of the Union and the Union agrees there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interference or stoppage, total or partial, of the Employer's operation for any cause whatsoever; such causes including but not limited to, unfair labor practices by the Employer or violation of this Agreement.

The supplemental agreement makes no change in the no-strike clause.

14. Local 1408, the International, and the individual defendants are under a duty to abide by the no-strike clause.

15. On January 4, 1980, President Carter announced restrictions on certain types of trade with the Soviet Union in retaliation for the Soviet Union's unlawful acts of aggression against Afghanistan. SPA was not included in the Presidential embargo.

16. The International subsequently adopted a resolution confirming its refusal to load or unload any cargo shipped to or from the Soviet Union. Local 1408 has complied with this resolution, as described further in this complaint.

17. On January 15, 1980, the M/V BOW SEA, a Norwegian flag vessel approached the Port of Jacksonville, bound for JBT's terminal to load 26,000 metric tons of SPA for shipment to the Soviet Union. JBT was informed by Local 1408 and the International, through their officers and agents, that the longshoremen at JBT would refuse to load the M/V BOW SEA because the cargo was bound for the Soviet Union.

18. Through the month of January 1980, four other Norwegian flag carriers—the M/V BOW ROGN, the M/V BOW SUN, the M/V BOW LIND, and the M/V BOW SKY—are scheduled to arrive (or have arrived) at JBT's Jacksonville terminal for the purpose of receiving SPA bound for the Soviet Union.

19. SPA shipments to the Soviet Union scheduled for January, 1980, represent approximately forty-two million dollars ($42,000,000) in revenues to Hooker.

20. Beginning on January 15, 1980, and continuing until the present, Local 1408 and the International, acting through their respective officers and agents and the individual defendants, acting on their own behalf, have breached the collective bargaining agreement and the supplemental agreement by collectively, concertedly, and individually engaging in, participating in, sanctioning, and authorizing a planned strike, work stoppage, and concerted refusal to supply labor at JBT's terminal as a result of which there has been a complete cessation of JBT's terminal operations with respect to the loading of SPA for shipment to the Soviet Union.

21. The conduct referred to in Paragraph 20 has included, without limitation, direct notification to JBT's management by officers and agents of local 1408 and the International that all longshoremen will refuse to handle any of Hooker's SPA destined for the Soviet Union. Also, officers and agents of Local 1408 and the International have notified JBT that individuals belonging to the Masters, Mates and Pilots Association (MMP), a labor organization under Chapter 447, Florida Statutes (1979), and an affiliate of the International, will refuse to provide pilot and tugboat services to any vessels receiving Hooker's SPA for shipment to the Soviet Union, including the Norwegian flag vessels the M/V Bow Sea and the M/V Bow Rogn.

22. JBT expects the defendants to continue the conduct referred to in Paragraphs 20 and 21 with respect to additional shipments of SPA to the Soviet Union through JBT's terminal, including, without limitation, the scheduled shipment of cargo on the Norwegian flag vessels the M/V Bow Sun, the M/V Bow Lind, and the M/V Bow Sky, all of which will arrive (or have arrived) at JBT's terminal during January, 1980.

23. On January 10, 1980, JBT conferred with officers and agents of Local 1408 and the International regarding the imminent work stoppage at JBT's terminal and received no indications then or since that the unlawful work stoppage will cease. Since January 15, 1980, JBT and its affiliates have made numerous contacts with officials of the executive branch of the United States government in an effort to resolve the work stoppage without judicial intervention. Members of the White House staff commenced discussions with the International concerning recission of the boycott. To date, those discussions have not resulted in any relief of promise of relief for JBT from the boycott.

24. The collective bargaining agreement expressly refers disputes concerning work methods or operations to the mandatory grievance and arbitration provision. The collective bargaining agreement, states:

> [Par. 13(D)(5)] Where hardship is claimed by Union because of unreasonable or burdensome conditions or where work methods or operations materially change in the future, the problem shall first be discussed between the local and Management involved. In the event an agreement cannot be reached, either party may refer the dispute to a Joint Negotiating Committee and, if the matter cannot be resolved by that Committee, either party may then refer the question to an arbitrator in accordance with the procedure set forth in Clause 15(B).

25. The collective bargaining agreement reserves to JBT complete prerogative in the management of the business and the direction of the work force, except where expressly limited. The collective bargaining agreement states:

> [Par. 13(F)] The Management of the Employer's business and direction of the work force in the operation of the business are exclusively vested in the Employer as functions of Management. Except as specifically provided in the Agreement, all of the rights, powers and authority Employer had prior to signing of this Agreement are retained by Employer.

26. The work stoppage at JBT's terminal directly contravenes Rule 13(D)(5) and Rule 13(F) of collective bargaining agreement. Both Local 1408 and the International have expressly and absolutely relinquished the right to engage in a work stoppage of any kind for any reason, including any dispute over the assignment of work, operations, or the direction of the work force.

27. The dispute causing the work stoppage at JBT's Jacksonville terminal is a "matter under dispute" within the meaning of the arbitration clause and, therefore, the dispute is subject to mandatory arbitration. The only remedy available to Local 1408 and the International in this dispute is arbitration.

28. JBT in good faith has performed all conditions precedent to the institution of this action and is prepared to submit to arbitration in accordance with the arbitration clause.

29. JBT's business, including loading Hooker SPA bound for the Soviet Union, is competitive with other companies. Valuable good will and the unique trading agreement between the Soviet Union and Hooker, in part, occurred because of JBT's and Hooker's prompt, efficient, and satisfactory performance of its obligations.

31. As a direct result of the defendants' unlawful work stoppage JBT will suffer permanent and irreparable harm and injury including, without limitation, massive loss of revenues, forced plant shutdown, substantial layoffs. In addition, JBT will suffer irreparably (1) from the inability to ship SPA and receive ammonia, urea and potash in exchange and (2) from permanent loss of the exchange agreement with the Soviet Union unless a Temporary Restraining Order is issued by this Court restraining and enjoining the defendants from continuing their unlawful conduct.

32. JBT has no adequate remedy in a civil action for damages because the delay incident to obtaining relief would result in serious and irreparable damage to JBT.

33. If the unlawful work stoppage continues, JBT, as a proximate result, will suffer immeasurably and drastically. If the work stoppage is enjoined, the defendants will incur no injury.

34. On January 16 and 17, and 28, 1980, JBT endeavored by telegram and by other means to notify the officers and/or agents of Local 1408 and the International that this Complaint would be filed in this Court seeking injunctive relief and damages. A copy of the telegram is attached to this complaint as Exhibit C. Further efforts by JBT to contact the defendants and the attorneys are detailed in the affidavit of Mary L. Applegate, an attorney for JBT, attached as Exhibit D.

WHEREFORE, JBT requests:

1. An order requiring that JBT and the defendants proceed in accordance with the arbitration clause with respect to any grievance(s) relating to the shipment of Hooker's cargo to the Soviet Union through the JBT's terminal.

2. An order enjoining Local 1408 and the International and their officers, agents, representatives, and all

JBT's employees represented by Local 1408 and the International from refusing to load or perform other work, traditional and usual in their past relationship with JBT, with respect to any cargo produced by Hooker and bound for the Soviet Union, including, but not limited to, cargo for the Norwegian flag vessels the M/V Bow Sea, the M/V Bow Rogn, the M/V Bow Sun, the M/V Bow Lind and the M/V Bow Sky.

3. An order (1) requiring Local 1408 and the International and their officers, agents and representatives to undertake affirmative acts to ensure that none of their members refuses to perform any services involved in mooring, preparing for, or loading cargo on any vessel at JBT's terminal and bound for the Soviet Union, and (2) providing penalties, including, without limitation, fines of individual union members, removal of union officers, and imposition of temporary trusteeship upon Local 1408.

4. An order enjoining and restraining Local 1408 and the International and their officers, agents and representatives from any act which aids, assists or encourages the refusal to service vessels or load or unload cargo aboard vessels bound for the Soviet Union.

5. An order enjoining and restraining Local 1408 and the International and their officers, agents, representatives, members, and persons acting in concert with them and all JBT's employees represented by them from causing, sanctioning, assisting, or participating in any strike, slowdown, work stoppage, or similar concerted activity during the pendency of this action because of any issue within the allegations of this complaint.

6. An order enjoining and restraining Local 1408 and the International and their officers, agents and representatives from engaging in action designed to elicit or from eliciting the support of other persons, including

members and officials of the MMP, to either (1) refuse to load or unload Hooker's cargo or vessels bound for the Soviet Union, or (2) in any other way refuse to perform traditional and usual work performed by those persons.

7. That after a hearing, the court grant JBT's application for a preliminary injunction.

8. That after a trial, the court grant a permanent injunction.

9. That JBT have other general relief.

COUNT II

35. JBT reiterates Paragraphs 1-34.

36. The breaches of the collective bargaining agreement and the supplemental agreement and the other unlawful acts alleged in this complaint proximately caused and continue to cause great losses to JBT, in excess of Five Hundred Thousand Dollars per day.

WHEREFORE, JBT demands judgment against the defendants for the sum of Five Hundred Thousand Dollars ($500,000) for each and every day the unlawful acts continue and such other damages as JBT suffers, with both interest to the date of the judgment and the costs of this proceeding.

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VERIFICATION

State of Florida
County of Duval

I, James J. Galvin, Chairman of the Board of Jacksonville Bulk Terminals, Inc. and Occidental Chemical Company, have read the foregoing complaint, and verify and affirm that the statements of fact are true and correct.

JAMES J. GALVIN
Chairman, Jacksonville Bulk
Terminals, Inc. and
Occidental Chemical Company

Signed and sworn to before me this ——— day of ———, 1980

Notary Public

(My commission expires: ———)

[Notice of Intent to Sue Omitted in Printing]

[Affidavits in Support of Complaint Omitted in Printing]

EXHIBIT A

PORT OF
JACKSONVILLE, FLORIDA

LONGSHORE AGREEMENTS

Between the
Jacksonville Maritime Association, Inc.
and the
International Longshoremen's Association

I.L.A. LOCAL 1408

I.L.A. LOCAL 1408-A

I.L.A. LOCAL 1593

Effective October 1, 1977

LONGSHORE AGREEMENTS

Between the

Jacksonville Maritime Association, Inc.

and the

International Longshoremen's Association

I.L.A. LOCAL 1408

Covering Longshore Work

I.L.A. LOCAL 1408-A

Covering Waterfront Warehouse Work

I.L.A. LOCAL 1593

Covering Clerks and Checkers Work

Effective October 1, 1977

Ending September 30, 1980

LONGSHOREMEN'S AGREEMENT

Between the

Jacksonville Maritime Association, Inc.

and the

International Longshoremen's Association

LOCAL NO. 1408

1. This agreement was made and entered into on the 16th day of November 1977, between the Jacksonville Maritime Association representing its direct employer members, hereinafter known as the party of the first part and the South Atlantic & Gulf Coast District of the International Longshoremen's Association representing its subordinate Local No. 1408 hereinafter known as the party of the second part.

2. The agreement shall be in effect until midnight September 30, 1980, and covers all longshore work as designated herein at the Port of Jacksonville.

3. (A) (1) Wages per hour, according to job classification, shall be as follows:

Effective 6/1/77		Effective 10/1/78		Effective 10/1/79	
Straight	Overtime	Straight	Overtime	Straight	Overtime
(a) Gang Foremen:					
$9.30	$13.95	$10.10	$15.15	$10.90	$16.35
(b) Bulldozer Operators, Shipboard Crane Operators other than Revolving Crane, Mobile Cranes on Ship or Dock, Semi-Tractor Drivers:					
$9.05	$13.575	$ 9.85	$14.775	$10.65	$15.975
(c) Winchmen, Hatchtenders, Tractor, Payloader, Transporter, Lift Truck and Other Power-Driven Machin-					

ery Operators; Fixed Revolving Deck Crane Operators:

$8.85	$13.275	$ 9.65	$14.475	$10.45	$15.675

(d) Gangmen (Holdmen, Hookmen and Dockmen) and all Other Labor Performing Longshore Work:

$8.80	$13.20	$ 9.60	$14.40	$10.40	$15.60

Where present practice provides higher job classification differentials above base gangmen pay, the present differential shall be continued.

3. (B) (1) (A) The Employers agree to contribute into the fund for pension, welfare, vacation and holiday benefits for all hours which men receive pay the following amounts per hour effective as indicated:

Effective 10-1-77	$3.515
Effective 10-1-78	$3.765
Effective 10-1-79	$4.115

3. (B) (1) (B) CONTAINER ROYALTY—

The Employers agree to pay into a fund for supplemental cash benefits the amounts set forth below as a royalty when loading or discharging containers which are twenty (20) feet or more in length and which have not been stuffed or will not be stripped by personnel employed under this agreement:

(a) On conventional ships, thirty-five cents (35c) per gross ton;

(b) On partially automated ships (conventional ships converted for handling vans and containers) where not more than two hatches have been converted for the handling of containers, seventy cents (70c) per gross ton;

(c) On partially automated ships (conventional ships converted for handling vans and containers) where

not more than forty percent (40%) of the ship's bale cube has been fitted for containers, seventy cents (70c) per gross ton;

(d) On ships were more than two hatches have been converted or fitted for the handling of containers, or where more than forty per cent (40%) of the ship's bale cube has been fitted for containers, one dollar ($1.00) per gross ton;

The above funds shall continue to be administered by a Board of six (6) Trustees, three of which will be appointed by each party, to serve until they resign or are replaced by the party they represent. The parties signatory to this Agreement further agree to be bound by the terms and conditions of the Trust Agreement as amended or extended, and by the administrative regulations of the Trustees in connection with the establishment and administration of the funds, the methods and times of making payments to the fund, and the means of accounting therefor.

A second container royalty of 35c, 70c, 70c and $1.00 per gross ton dependent on which of conditions (a), (b), (c) or (d) above is applicable is to be paid to a District Fund less up to twenty-five per cent (25%) of local additional collections for collection expense with an annual maximum of $75,000.00 to be used for supplementing funds where receipts decline due to reduced hours paid to the men. This District Fund is to be administered by the Negotiating Committee as Trustees, and disposition of the money to fringe benefit funds is to be directed by a majority vote of the Negotiating Committee. Should the Committee be unable to agree, the dispute shall be resolved as set forth in Clause 15.

A third container royalty, equal to the first container royalty, listed above shall be paid into the same fund as the first container royalty, and administered by the same

Board of six Trustees as previously detailed. This third container royalty, however, must be used only and exclusively for cash disbursements to the men. Terms and conditions of the disbursement to be determined by the Trustees.

3. (B) (2) Each employer will submit to the Local Union and the Fund Trustees quarterly reports of hours worked, individually by men, for all work covered under this Agreement. The Trustees shall institute whatever auditing procedures they deem necessary to verify these reports.

3. (B) (3)

(a) This "Guaranteed Annual Income Plan" is established to assist those men who have steadily worked as Longshoremen, Clerks, or Checkers in the Ports of Morehead City, Wilmington, Southport, Georgetown, Charleston, Port Royal, Savannah, Brunswick, St. Mary's Fernandina, Jacksonville, Tampa and Port Manatee, over the years, and who may in the future find their work opportunities reduced to the point an income supplement is needed. It is not a plan for supplementary income to men already receiving adequate work, and in viewing its provisions the parties to the agreement ask all concerned to interpret its provisions only to the benefit of the men who are denied work opportunity through no fault of their own, and who remain ready and willing to work at all times.

(b) To implement the Plan there shall be established a Trust Agreement and a Board of Ten Trustees, five of which shall be appointed by each party, to serve until they resign or are replaced by the Party they represent. The

Trustees shall have the authority to take all necessary action to implement and administer the Plan in all its details. The Parties signatory to this Agreement further agree to be bound by the terms and conditions of the Trust Agreement as amended or extended, and by the administrative regulations of the Trustees in connection with the establishment or administration of the Fund, the methods and times of making payments to the Fund, and the means of accounting therefor. It is further agreed that the contributions, while to be collected and paid over by the Contracting Stevedore, are the sole ressponsibility of the party ordering the Contracting Stevedore to perform the work (Private or Governmental) and the Contracting Stevedore is obligated to obtain signed agreement from the Party ordering the work that he will be bound by this contract. Should the Party ordering the Contracting Stevedore to perform the work fail to pay the established contributions, and not withstanding the provisions of Clause 15(A), the men shall not be required to work for the defaulting Party ordering work by any Contracting Stevedore until the debt is paid in full.

(c) It is the intent of the Plan to insure that all men who have been employed for 700 or more hours under the Longshore or Clerks and Checkers Agreement in 1975-76 shall be assured of an income of 1250 hours times the straight time pay rate in the labor contract years 1977-78, 1978-79, and 1979-90, and where supplement pay is required W.V.P. assessments shall also be paid to these funds. When a man 65 or older becomes eligible for a

pension he must decide within 6 months to either retire and receive a lump-sum settlement from the G.A.I. fund of $1,250.00 or to continue working with no further G.A.I. coverage. Should he subsequently wish to retire under the pension plan, he could do so but would not receive the lump-sum settlement. The Trustees shall establish procedures for crediting hours to men who fail to qualify due to losing hours during the above periods because of injury at work, illness qualifying for benefits under the Welfare Plan, service as Union officials, or Military Service, if previously employed under the agreements. To finance the Plan the Parties ordering the Contracting Stevedore to work cargo Vessels shall contribute, commencing 6-1-72, to the Fund, a tonnage assessment which the Trustees establish on their best estimate of the amount required for the year as related to the anticipated volume of cargo to be handled in these ports. This assessment will be identical in amount at each port.

This Assessment, when paid, is the total liability of the Parties. The Assessment shall be recalculated by the Trustees as required, but any change in assessments shall not be retroactive.

For all time lost by persons included under the G.A.I. Plan, due to failure to work because of an I.L.A. strike and/or work stoppage or work stoppage resulting from strike or picketing activities of other persons or organizations not a party to this Agreement, the equivalent daily guaranty per work day 8:00 A.M.-5:00 P.M.-Monday through Friday will be deducted,

per each individual so involved, from any G.A.I. Plan guaranteed hours which are due or may become due.

There shall be no hours guaranteed to any individual, qualified and registered under the G.A.I. Plan, from the time that a port becomes inoperable until operation resumes, in the event that work cannot be offered nor performed because of War, Natural Disasters such as hurricanes, earthquakes, etc., or disasters such as the "Texas City" disaster or ship disasters in stream which would render a port inoperable.

(d) Each port in the South Atlantic shall institute and maintain joint Union-Management hiring procedures, subject to the approval of the District Trustees, including arrangement for the dispatching of men and gangs in such fashion as to assure a minimum liability to the Fund. The expenses of such personnel are to be borne by the Fund. Personnel entitled to G.A.I. will receive preference in hiring over non-G.A.I. covered personnel.

(e) The effective date for commencing the necessary hiring procedure and providing for possible supplemental benefits shall be October 1, 1972. Payments of supplemental wages and W.P.V. assessments shall be made on a monthly basis. Payment of the first 25 hours per month is to be withheld until 125 hours have been accumulated in reserve to insure minimum unnecessary advance payments. This reserve shall be accounted for to the employee in the final month of the contract year. Over-payments to employees may be deducted as necessary from the employee's future salary.

(f) In establishing procedures at each port the following provisions shall be included, with details to be determined by the Trustees.

(1) Employees shall be subject to multiple debiting in event of any of the following:

1. Failure to be available and accept work for 8:00 A.M. or 1:00 P.M. starts on weekdays when any non-G.A.I. covered personnel are employed.

2. Failure to report to work after accepting employment.

3. Leaving a job (unless injured).

4. Failure to return after a break, such as a meal hour when so ordered.

(2) Personnel shall lose all status and right to a Guaranteed Annual Income under the following conditions:

1. If they take steady employment requiring their presence between 8:00 A.M. and 5:00 P.M. any day of the week Monday through Friday.

2. If they fraudulently qualify for or claim supplemental wages by such means as having other personnel check them in, check others in, etc.

(3) When a man accumulates any combinations of 3 multiple debits he becomes ineligible for G.A.I. benefits for the 12 calendar months next following the date the third debit is applied.

(g) Should any provision of the "Guaranteed Annual Income Plan" be in violation of Federal or

State law, or should the Internal Revenue Service rule that assessments do not constitute a deductible business expense, the Plan shall be modified to enable the Plan to be in accord with existing laws.

3. (B) (4) In the event the I.L.A. shall consider supplying labor to an employer not a party to this Agreement at conditions which would depart from the provisions of this contract, the I.L.A. shall first give advance notice of such intent to the employers parties to this Agreement. Further, that such conditions for the particular work to be performed for an employer not bound by the provisions of this Agreement shall also be made applicable to the employer parties to this Agreement for the same type of work. The Employer likewise agrees to give the I.L.A. advance notice of any potential new business proposed to them which would or could result in a departure from this Agreement.

4. (A) The basic working day shall consist of 8 hours and the basic work week shall consist of 40 hours. Men shall work any night in the week, or on Saturdays, Sundays or holidays when required (except as provided in Clause 7, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in Clause 7, straight-time rate shall be paid for any work performed from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in Clause 7 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in Clause 11 for work during meal hours.

4. (B) The work week will begin at 8:00 A.M. on Monday and will end at 8:00 A.M. on the following Monday. A day is defined as the 24-hour period commencing at 12:01 A.M. and ending at 12:00 Midnight.

5. (A) (1) A differential of 20 cents per hour in straight time and 30 cents per hour in overtime will be added to the rates specified in Clause 3(A) when the following commodities are handled:

Asbestos Fibre
Bone Meal
Bones in Bulk
Calcium Nitrate (Not Calcium Ammonium Nitrate)
Carbon Black
Caustic Soda
Cement in Bags or Bulk
Chloride of Lime
Coal
Coke
Copper Sulphate in Bags
Creosoted Materials
Crude Iodine
Cyanamide
Feather Meal
Fish Meal and Fish Scrap
Grain in Bulk and Dunnaging Over Grain
Green Salted Hides
Guano, Bird and Whale
Insecticides, including but not limited to D.D.T., cotton Dust or Toxaphene, Packaged in Paper Bags or Paper Drums
Magnesite
Meat Meal and Meat Scrap
Methylparathion
Paris Green
Peat Coke
Peroxide
Phthalic Anhydride
Powdered Arsenic
Phosphorous, Yellow
Salt Cake
Soda Ash

Sulphur and Dunnaging Over Sulphur
Tankage
Tecmangam
Tetra Tetra Ethyl Lead
Tin Scraps in Bales
Treated Lumber Products (Not Creosoted) When Loaded at Cresote Plant

5. (A) (2) A differential of 50 cents per hours in straight time and 75 cents per hour in overtime will be added to the rates specified in Clause 3(A) when the following commodities are handled:

Castor Meal Expeller
Castor Pumace
Bulk Tuna

5. (A) (2) A differential of 50 cents per hour in Clauses 5(A) (1) and 5(A) (2) are handled, all men in the gang including Gang Foreman, Winchman, Hatchtenders, Holdmen, Hookmen, Dockmen and Equipment Operators servicing the hatch will receive the applicable differential specified. Furthermore, whenever the gang is employed solely on one or more of the commodities listed above in Clauses 5(A) (1) and 5(A) (2), the men shall be paid the applicable differential for any time they may be engaged in rigging, opening or closing the hatch.

5. (B) (1) A differential of 20 cents per hour in straight time and 30 cents per hour in overtime will be added to the rates specified in Clause 3(A) for work performed in refrigerator compartments, refrigerator holds, refrigerator containers, refrigerator trucks or refrigerator cars whenever cargo is being handled that has been or will be carried at temperatures below 32 degrees Fahrenheit. When handling refrigerated cargo in conjunction with ice, the same differential will apply while handling such cargo and while handling the ice.

The differentials will be paid to all men working in the gang.

5. (B) (2) Gangs ordered for work on refrigerated cargo will be notified in advance in order that they may secure sufficient clothing. In the event men are not so notified prior to reporting for work that they will be handling cargo that has been or will be carried below 32 degrees Fahrenheit, they shall not be required to handle such cargo.

5. (C) (1) All personnel assigned to ship loading or discharging explosives or ammonium nitrate of a type requiring a U.S. Coast Guard Permit handled over or at exposure facilities, will be paid double the straight-time or overtime rate (whichever is applicable) as specified in Clause 3(A). Small-arms ammunition and firecrackers shall not be construed as explosives.

5. (C) (2) When men at other than explosive facilities such as Sunny Point or St. Mary's are working a vessel which contains explosives, other than commodities such as small-arms ammunition or firecrackers, all men, including dockmen, working the vessel will be paid at double the straight time or overtime rate (whichever is applicable) as specified in Clause 3(A).

5. (D) A differential of 30 cents per hour straight time and 45 cents per hour overtime will be added to the rates specified in Clause 3(A) for men working in water. This applies to washing down holds but not to items covered by Clause 6.

5. (E) A differential of 20 cents per hour in straight time and 30 cents per hour in overtime will be added to the rates specified in Clause 3(A) for Winchmen and Hatchtenders employed at hatches where cargo is being handled over exposed deck loads of creosoted materials.

5. (F) A differential of 50 cents per hour in straight time and 75 cents per hour in overtime will be added to the rates specified in Clause 3(A) for men actually working in the holds where equipment powered with internal combustion engines is in use. The provisions of this clause are waived when adequate blowers are in use. Adequate blowers shall meet the requirements of Paragraph 1504.93 of the Federal Safety and Health Regulations for Longshoring.

5. (G) None of the differentials provided for above shall be paid unless the men are so employed for fifteen minutes or more of continuous work.

6. For handling cargo damaged by fire or water or oil, where such damage causes unusual distress or obnoxious conditions, or where such damage results in cargo being in unnatural form to the extent of causing unusual distress or obnoxious conditions, double the straight-time or overtime rate specified in Clause 3(A) shall be paid to all men in the gang. For handling cargo where obnoxious odors are present and these obnoxious odors are not inherent in the type of cargo, double the straight-time or overtime rates specified in Clause 3(A) shall be paid to all men in the gang. Damaged cargo rates shall not be paid when sound cargo is handled from such compartments when the obnoxious conditions no longer prevail. Damaged cargo rates shall not be paid for handling wet cargo if the cargo has dried out sufficiently so that no unusual distress is caused and no obnoxious conditions prevail.

7. (A) The following holidays shall be observed:

January 1 ..... New Year's Day
January 15 ..... Martin Luther King's Birthday
February 12 ..... Abraham Lincoln's Birthday

February,
3rd Monday ..... George Washington's Birthday

February ..... Gasparilla Day (at Tampa only) In lieu of Washington's Birthday

Good Friday ..... Good Friday

May, last Monday .... National Memorial Day

July 4 ..... Independence Day

September,
1st Monday ..... Labor Day

October,
2nd Monday ..... Columbus Day

November 11 ..... Armistice Day

National
Election Day ..... One Annually

November,
4th Thursday ..... Thanksgiving Day

December 24 ..... Christmas Eve

December 25 ..... Christmas Day

December 31 ..... New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 A.M. on the days following these holidays, nor before 7:00 A.M. on the days following these holidays, nor after 3:00 P.M. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 P.M. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve men working will be guaranteed six hours overtime pay unless they actually work after 3:00 P.M. to complete a vessel in which case they will be paid 8 hours overtime.

7. (B) When vessels are worked because of fire or where property is in danger on any of the four "no work" holidays, double the straight-time rates as specified in Clause 3(A) will be paid. Where such work is under the conditions specified in Clause 6, double the overtime rates as specified in Clause 3(A) will be paid.

7. (C) On Election Day men must be released no later than 3:00 P.M. unless they start at 1:00 P.M. so they will have adequate time to vote.

8. (A) Regular starting time shall be 8:00 A.M., 1:00 P.M. and 7:00 P.M.; but there shall be no 1:00 P.M. start on Sundays or Holidays. On vessels which will be worked around the clock, gangs may be ordered for a 7:00 A.M. start on the second and subsequent days. Tankers, Bulk Phosphate ships at the elevator, and vessels in distress may start any time between 7:00 A.M. and 7:00 P.M., but on all starts after 7:00 P.M. men shall be paid from 7:00 P.M. Without regard to the above starting times men may be ordered for shifting ships, handling lines and cleaning holds; and extra men may be added to gangs already working.

8. (B) (1) All gangs for 7:00 A.M. through 1:00 P.M. starts must be ordered by 5:00 P.M., the previous day. Gangs for 7:00 P.M. starts must be ordered by 1:00 P.M. the same day. In the event weather or mechanical failure after 7:00 P.M. make it impossible for night gangs to finish a ship scheduled to complete before 8:00 A.M. the night gangs may be released and ordered back from shipside for a subsequent daytime start for work on that ship only, and the Union is to be notified as soon as the hall opens. Gangs ordered for 7:00 A.M. through 8:00 A.M. starts may be cancelled or modified by 5:00 P.M. the previous day. Gangs ordered for 1:00 P.M. starts may be cancelled or modified no later than 7:00 A.M. Gangs ordered for 7:00 P.M. starts may be cancelled no later than 4:00 P.M. but no reduction in the

number of gangs so ordered for a particular ship may be made.

8. (B) (2) Notwithstanding the provisions of 8(B) (1) gangs for work at night on Sundays and Holidays and for work at 8:00 A.M. or 1:00 P.M. on days following Sundays or Holidays shall be ordered by 5:00 P.M. on Saturday or the day preceding the Holiday. In the event the vessel will not arrive at the dock, night gangs may be cancelled or modified at 6:00 P.M. on Sunday or Holidays and day gangs at 7:00 A.M. Sunday, Monday or the day following the Holiday.

8. (C) Provided full gangs remain subject to the call of their employer, men ordered to work in gangs shall be paid a minimum of 8 hours time at the applicable straight time or overtime rates. In the event men are ordered for 7:00 A.M. they shall be paid one hour overtime from 7:00 A.M. to 8:00 A.M. and 8 hours from 8:00 A.M. Men in gangs ordered back for work after a meal hour shall be paid a minimum of 4 hours after such meal hour with running time for work over 4 hours. For the purpose of applying these minimums, the gang is to be considered a unit, and separate minimums are not to be applied to replacements starting later than the gang.

8. (D) Extra men added to gangs and men ordered for shifting ships, cleaning, loading stores and other miscellaneous work not involving the loading or discharging of cargo shall be paid a minimum of 4 hours time; and men ordered for handling lines shall be paid a minimum of 4 hours time at the applicable straighttime or overtime rates, subject to the provisions of Clause 8(E), provided they remain subject to the call of their Employer during that time.

8. (E) Men ordered to work for 7:00 A.M. or 8:00 A.M. starts may be cancelled or modified no later than

one hour before the start when it appears there shall be weather conditions that will prevent commencement of work as planned. If gangs are ordered for a new starting time for that day, such order shall be a firm and non-cancellable order. In the event the employer cancels 7:00 A.M. or 8:00 A.M. gangs one hour before the start due to weather conditions the gangs are to receive 4 hours call time at the applicable rate.

8. (F) Weather conditions are defined as including in addition to weather which prevents the working of cargo, weather within the channel at any point between the Sea Buoy and the pier which prevents the docking or shifting of vessels in time to start working as intended, but do not apply to vessels which have not reached the sea buoy in time to arrive at the dock for the intended starting time.

8. (G) The phrase "MEN ORDERED" as used herein is understood to apply only to new orders. It is not considered a new order when employment is interrupted solely due to meal periods, the Savannah pay day hour, or where men are shifted between job classifications or job locations by an employer. In the event men are not kept on the payroll but are released by an employer and ordered back for a subsequent starting time, it is considered a new order.

8. (H) Any work remaining to be done at 7:00 A.M. after gangs have worked through the night from 7:00 P.M. the previous evening shall normally be done by fresh gangs called out to start work at 7:00 A.M. as replacements for the night gangs. However, the night gangs shall continue to work beyond 7:00 A.M. whenever:

(a) Qualified fresh gangs are not available, or

(b) The work remaining to be done at 7:00 A.M. is less than two hours, or

(c) In the event rain or mechanical failure during the night prevents a vessel that would have completed with the night gangs from finishing the Union agrees to furnish emergency gangs if the Employer places the order at or before 7:00 A.M.

9. Port Limits, for the purpose of this contract, are defined as the boundaries of limits extending from the St. Johns River jetties along both banks of the river to the Shands Bridge crossing at Green Cove Springs and shall include all areas within the boundary limits of Duval County, Florida. But transportation to Blount Island terminals shall be provided when required.

10. Men shall be paid on a 30-minute basis and when they work 5 minutes or more of any 30-minute period they shall be paid for the full 30 minutes.

11. (A) (1) The following meal hours are to be observed:

Breakfast .....6:00 A.M. to 7:00 A.M.

Mid-Day Dinner .....12:00 Noon to 1:00 P.M.

Supper .....6:00 P.M. to 7:00 P.M.

Midnight Lunch .....12:00 Midnight to 1:00 A.M.

11. (A) (2) On vessels working nothing but bulk cargo when night men are not to work beyond 7:00 A.M. or when day men are not to work beyond 7:00 P.M. the Breakfast or Supper hour will not apply.

11. (B) (1) All meal hours when worked shall be paid for at double the overtime rates specified in Clause 3 (A) except for the Mid-day Dinner hours on Mondays through Fridays, holidays excepted; and for such Mid-Day Dinner hours double the straight-time rates specified in Clause 3(A) shall be paid. Meal-hour pay is to be continued until men are released or meal hour is given.

11. (B) (2) Notwithstanding previous clauses in this Agreement the following provisions for men handling lines will apply:

(a) Line handlers may be ordered for starts on any day of the year, at any hour of the day or night provided they receive a minimum notice of 4 hours.

(b) When line handling is required for docking, undocking or shifting of ships on any of the 4 "NO WORK HOLIDAYS" specifically New Year's Day, Independence Day, Labor Day and Christmas Day, double the straight-time rate will apply.

(c) Men ordered to handle lines shall be paid a minimum of 4 hours time at the applicable rate as specified in Clause 3(A) with running time thereafter, but no man may be required to handle lines more than twice during his 4 hour guarantee. A minimum of 4 men shall be used for tieing up vessels and 2 men for letting go the lines.

(d) Men engaged in the handling of lines during any of meal hours specified in Clause 11(A) shall be paid at overtime rates specified in Clause 3(A) for that hour. It is agreed that men may not be removed from cargo gangs during meal periods to handle lines when the gang is to resume cargo work after the meal period.

11. (C) Employees will make arrangements to furnish drinking water in a sanitary manner to the men on the ship and on the dock. Ice water and sanitary drinking cups will be supplied by the employer. A Waterboy will be furnished at the prevailing rate as specified in Clause 3(A) when 25 or more men, including dock-

men, are employed in the loading or unloading of a vessel or on more than one vessel when located in adjacent berths when worked by the same company. It is understood and agreed the man so employed shall be classified and designated as a Waterboy whose primary duty shall be to provide drinking water and cups as required above. Though the Waterboy may perform other incidental duties, such duties shall not be allowed to interfere with his primary duty. Water containers to be periodically steam-cleaned. The designated Waterboy must present a clean and healthy appearance at all times and he must possess a health card.

11. (D) When gangs are to work after 7:00 P.M. they must be notified by 3:00 P.M. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 3:00 P.M. delaying the finish and the men do not wish to remain after 7:00 P.M. the Union must dispatch new gangs for a 7:00 P.M. start if notified prior to 6:00 P.M.

12. (A) Payroll practices shall continue as per past procedures unless changed by mutual agreement of both parties.

12. (B) (1) Commencing on October 1, 1968, the Employer agrees to deduct from the wages of the Employees working under this Agreement National and District Union fees for each hour paid and local Union Fees, provided, however, that there be first presented to the Employer an authorization in the form set forth below:

CHECK-OFF AUTHORIZATION

To: (Employers) of Jacksonville Maritime Association and any other Employer with I.L.A. Contracts.

I hereby assign to the International Longshoremen's Association, AFL-CIO, and hereby direct my Employer to deduct from the wages received by me by

reason of my employment under the collective bargaining agreements with the ILA and its subordinate local No. 1408, 1408-A and 1597 as Service fees the sum of 1 per cent per straight time base rate hour National and District Service fees for each hour paid to me and 5 per cent of my gross pay as local service fees, and to pay this sum directly to the ILA and the local. This assignment shall remain in effect during the term of the present collective bargaining agreement unless revoked by written notice to the Employer, which notice is effective as to work performed for such Employer after receipt of said notice.

Date	Signature
Social Security Number	Witness

12. (B) (2) The Employer agrees to make monthly remittances of the amounts deducted from Employee's wages no later than the third Wednesday of each month for the preceding month with that portion representing the National and District Union fees to be sent to International ILA Headquarters in New York and the balance of the Union fees sent to the office of Local 1408. Should an Employee revoke the authorization, the Employer further agrees to immediately notify Local 1408. Reasonable administrative expense of the Check-Off may be borne by the ILA and the amount deducted from the remittance.

12. (B) (3) Local 1408 and the ILA agrees to defend, indemnify and save the Employers harmless against and from all claims, demands, suits or other forms of liability that arise out of or by reason of action taken

by the Employer in reliance upon or compliance with any provision of this Clause 12.

13. (A) (1) Longshore work is to cover all labor used in connection with loading or discharging ships, barges or other floating craft. It will include men engaged in handling cargo to or from point of rest or to or from cars or trucks when handled direct to or from ships. It will include all operators of mechanical equipment used in such operations, including cranes owned by stevedore contractors when qualified operators are available, provided, however, that this shall not require the Employers to alter any existing practices. When a stevedore contractor introduces new mechanical equipment he must endeavor to train men presently in the industry to operate such equipment. It will also cover sorting coopering or reconditioning of cargo when performed in connection with stevedoring work; the handling of ships' stores when not carried by hand up the gangway; the handling of baggage to and from ships' decks of passenger vessels, all mail, dunnaging (excluding bulk separations), rigging (excluding rigging for heavy lifts) and the following operations when vessel is alongside dock; cleaning of cargo areas aboard ship, lashing and securing cargo and the fitting and dismantling of fittings. It will also include gearmen (not mechanics) when assigned to ships; the operation of permanently mounted shipboard cranes and winches, and the handling of lines when performed by stevedores. It also includes opening and closing of hatches on conventional-type vessels with tween decks when working general cargo.

13. (A) (2) The point of rest refererd to in Clause 13(A) is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo to be loaded aboard ships as well as discharged from ships, such cargo will not be considered to be at point of rest until complete carload or truckload lots are completely assembled.

(d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

(e) On cargo other than bulk commodities landed directly from the vessel to trucks or rail cars for movements only within the terminal area to ground storage, the point of rest is that point within the terminal area where the cargo is grounded.

13. (B) (1) The Employer shall give due regard to the following factors:

1. Protecting the safety and health of all men employed in the operation.

2. Regulating stevedoring operations to best accomplish the safe, efficient and orderly movement of cargo.

3. Utilizing modern methods and equipment in the interest of avoiding unnecessary manual labor. Where this is implemented with the result that there will be a change in the operations the Employer will discuss his intentions in advance with the Union to enable both parties to agree on the most efficient operation.

4. Making the best use of skilled manpower in light of the above considerations.

It is distinctly understood and agreed that the Union has the privilege of bringing to the attention of each Employer any practices which the Union feels are not in accord with the spirit of the foregoing. The Employers hereby agree to promptly investigate and give careful consideration to all suggestions and recommendations from the Union in the light of the objectives set forth above. If such procedures still fails to satisfactorily dispose of any such questions, they shall be resolved through the arbitration procedure set forth in Clause 15.

13. (B) (2) Container Agreement

J.M.A. and the Carriers recognize the existing work jurisdiction of the ILA employees covered by their agreements with the ILA over all container work which historically has been performed by longshoremen and all other ILA crafts at container waterfront facilities. Carriers, direct employers and their agents covered by such agreements agree to employ employees covered by their agreements to perform such work which includes but is not limited to:

(a) the loading and discharging of containers on and off ships

(b) the receipt of cargo

(c) the delivery of cargo

(d) the loading and discharging of cargo into and out of containers

(e) the maintenance and repair of containers

(f) the inspection of containers at waterfront facilities (TIR men)

J.M.A., the Carriers, the direct employers and their agents shall not contract out any work covered by this Agreement. Any violations of this provision shall be considered a breach of this Agreement. J.M.A. and the Carriers agree that the payment of container royalties as provided in their agreements is of the essence to this Agreement and, if for any reason during the term of this Agreement such payments cannot be made in their present form, then J.M.A. and the Carriers shall provide, by some other form of assessment, for payment of equivalent amounts to be used for the same purposes as said container royalties are presently used.

J.M.A. the Carriers and ILA agree that the legal fight in defense of the Rules on Containers shall continue with full vigor. It is fully understood that nothing contained in any agreement shall be construed in any way as any waiver by the ILA of its position that the Rules on Containers are valid work preservation rules. Pending such legal appeals, the Rules in said contracts shall be enforced to the extent permitted by law. If the present joint appeals on the Rules on Containers are successful and the Rules are held to be valid then the Rules shall be enforced in all ports covered by this Agreement.

RULES

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other crafts which was performed at deep-sea waterfront facilities by labor covered under the terms and conditions of Deep-Sea ILA Agreements. These rules do not have any effect on work which historically was not performed at a waterfront facility by such labor. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied uniformly in the port of Jacksonville to all import or export cargo in containers.

Definitions

(a) Loading a Container—means the act of placing cargo into a container.

(b) Discharging a Container—means the act of removing cargo from a container.

(c) Loading Containers on a Vessel—means the act of placing containers aboard a Vessel.

(d) Discharging Containers from a Vessel—means the act of removing containers from a Vessel.

(e) Waterfront facility—means a pier or dock where vessels are normally worked including a container compound operated by a carrier or direct Employer.

(f) Qualified Shipper—means the manufacturer or seller having a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the export cargo being transported and who is named in the dock/cargo receipt.

(g) Qualified Consignee—means the purchaser or one who otherwise has a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the import cargo being transported and who is named in the delivery order.

(h) Consolidated Container-Load—means a container load of cargo where such cargo belongs to more than one shipper on export cargo or one consignee on import cargo.

RULE 1—CONTAINERS TO BE LOADED OR DISCHARGED BY DEEP-SEA LABOR

(a) Cargo in containers referred to below shall be loaded into or discharged out of containers only at a

waterfront facility by deep-sea labor under the terms and conditions of this agreement

(1) Containers owned, leased or used by Carriers including containers on wheels and trainers), hereinafter "containers", which contain consolidated container loads, which come from or go to any point within a geographic area of any South Atlantic port described by a 50-mile circle with its radius extending out from the center of each port, (hereinafter "geographic area") or

(2) Containers which come from a single shipper which is not the manufacturer ("manufacturer's label) into which the cargo has been loaded (consolidated) by other than its own employees and such containers come from any point within the "geographic area", or

(3) Containers designated for a single consignee from which the cargo is discharged (deconsolidated) by other than its own employees within the "geographic" area and which is not warehoused in accordance with Rule 2(B).

(b) Such labor shall be paid and employed at deep-sea longshore rates under the terms and conditions of the deep-sea labor agreement in the port of Jacksonville, including the provisions for all fringe benefits and any and all other benefits receivable by deep-sea workers in each such Port. No cargo shall be loaded into or discharged out of any container by deep-sea labor more than once.

c) All export consolidated cargo, described in 1(a)(1) and (2) above, shall be received at the waterfront facility by deep-sea labor and such cargo shall be loaded into a container at the waterfront facility for loading aboard ship.

(d) All import consolidated cargo, described in 1(a) (1) and (3) above, shall be discharged from the container and the cargo placed on the waterfront facility where it will be delivered and picked up by each consignee.

(e) No carrier or direct employer shall supply its containers to any consolidator or deconsolidator. No carrier or direct employer shall operate a facility in violation of the Rules on Containers which specifically require that all Rule 1 containers be loaded or discharged at a waterfront facility.

RULE 2—CONTAINERS NOT TO BE LOADED OR DISCHARGED BY DEEP-SEA LABOR

Cargo in containers referred to below shall not be loaded or discharged by deep-sea labor employed under the terms and conditions of this agreement.

A. Export Cargo

(1) All cargo loaded in containers outside the "geographic area".

(2) Containers loaded with cargo at a qualified shipper's facility with its own employees.

(3) Containers loaded with cargo of a single manufacturer (manufacturer's label) at its facilities with its own employees.

(4) Consolidated container loads of mail, household effects of a person who is relocating his place of residence, with no other type of cargo in the container, or personal effects of military personnel.

(5) There shall be no general warehouse exception applicable to export cargo.

B. Import Cargo

(1) All cargo discharged from containers outside the "geographic area".

(2) Containers discharged at a qualified consignee's facility by its own employees.

(3) Consolidated container loads of mail, household effects of a person who is relocating his place of business, with no other type of cargo in the container, or personal effects of military personnel.

(4) Containers of a qualified consignee discharged at a bona fide public warehouse within the "geographic area" which comply with all of the following conditions:

1. The container cargo is warehoused at a bona fide public warehouse.

2. The qualified consignee pays the normal labor charges in and out; and the normal warehouse storage fees for a minimum period of thirty or more days; and stores the cargo for a minimum period of 30 days; and

3. The cargo is being warehoused (a) in the normal course of the business of the qualified consignee; (b) title to such goods has not been transferred from the qualified consignee to another.

The carrier on request will furnish all documents and other information which permits the container Committee in the port to determine whether conditions 1, 2, and 3 have been met. This exception shall not apply where cargo is warehoused for the purpose of avoidance or evasion of Rule 1. It is limited to containers warehoused as provided in the above conditions and any warehouse which does not conform to such conditions shall be deemed a consolidator or de-consolidator.

RULE 3—BATCHING

When an employer-member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to a consignee (or after being received from a shipper and while waiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the labor employed under this agreement, such use is deemed to be batching and evasion of these Rules in violation of the Jacksonville Maritime Association-ILA contract.

RULE 4—HEADLOAD

Where a single qualified shipper sends an export container which contains all of his own cargo to a waterfront facility and such container is not full, the carrier or direct employer may load this container with additional cargo at the waterfront facility. On import cargo, the carrier or direct employer may discharge any such additional cargo and send the remaining cargo in the container to the qualified consignee. The loading or discharging of cargo at the port of Jacksonville shall be performed at a waterfront facility by deep-sea labor employed under the terms and conditions of this agreement.

RULE 5—OVERLAND MOVEMENT OF CONTAINERS FROM THE PORT OF JACKSONVILLE TO ANOTHER PORT

If a carrier moves containers from the port of Jacksonville to another Port for the purpose of evading the Rules on Containers, the carrier is in violation of this Agreement. If the cargo is being moved to another Port in the normal course of business, and not for the purpose of evasion, then such movement is not a violation.

RULE 6—IMPORTERS ADVERTISING EVASION OF RULES

The Circulation, in writing, by importers, of methods developed by them to evade the Rules on Containers by issuing single bills of lading on what are in fact consolidated container loads shall be deemed a violation and all Container Committees shall be advised to stop such evasion at the waterfront facilities.

RULE 7—NO AVOIDANCE OR EVASION

The above rules are intended to be fairly and reasonably applied by the parties. To obtain non-discriminatory and fair implementation of the above, the following principles shall apply:

(a) Geographic Area—Agreement in the Port to the geographic area as provided in Rule 1 is based on present consolidated movement patterns in the port. Should any person, firm or corporation for the purpose of evading the provisions of the Rules on Containers, seek to change such pattern by shifting its operations to, or commencing new operations at, a point outside said agreed-upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of the Rules on Containers. then said point shall be deemed to be within the said geographic area for the purpose of these rules.

(b) Containers Owned, Leased or Used—Containers owned, leased or used by companies which are affiliated either directly or through a holding company with a carrier or a direct employer shall be deemed to be containers owned, leased or used by

a carrier or direct employer. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the carrier or direct employer, its parent, or stockholders or either of them.

(c) Liquidated Damages—Failure to load or discharge a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 1 and Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been loaded or discharged under the Rules, then the carrier or its agent or direct employer shall pay, to the Joint Container Royalty Fund, liquidated damages of $1,000 per container which should have been loaded or discharged. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committee provided in Rule 9(a) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

(d) Any facility operated in violation of the Container Rules will not have service applied to it by any direct employer and the ILA will not supply labor to such a facility.

RULE 8—

If any article, section, paragraph, clause or phrase of this Agreement shall, by any State, Federal or other law, or by any decision of any Court or Administrative Agency, be declared or held illegal, void or unenforceable, the entire Agreement shall terminate upon sixty (60) days written notice to the other party hereto and the parties agree to enter into negotiations in an attempt

to renegotiate that provision of the Agreement which was nullified. If no agreement is reached within the sixty (60) day notice period, the ILA shall have the right to strike and J.M.A. shall have the right to refuse to hire employees under this Agreement. The negotiations referred to above shall, under no condition, be subject to the grievance or arbitration provisions of the agreement, or of any Local Agreement.

RULE 9—ENFORCEMENT OF THE RULES ON CONTAINERS

To assure effective, fair and non-discriminatory enforcement of the above rules, the following regulations shall apply:

(a) A committee represented equally by management and union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these Rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by Rule 8 hereof. A joint committee, known as the South Atlantic District Container Committee, represented equally by management and labor and made up in accordance with Clause 15(C) shall meet at least quarterly each year for the purpose of insuring uniformity in the interpretation of these Rules.

(b) A committee of carriers, together with the South Atlantic District Container Committee will develop uniform documentation which shall be required to be prepared and maintained by all carriers in order to readily identify all Rule 1 containers which are subject to loading or discharging by deep-sea labor. It shall be the obligation of employer-members to clearly mark each container's documentation as to whether or not it is a Rule 1

container, which shall be loaded or discharged. If a container's documentation is not clearly marked, it shall be deemed a Rule 1 container and it shall be loaded or discharged by deep-sea labor at the waterfront facility. With respect to all containers received at or delivered from the waterfront facility, a record of the same shall be made by Checkers or Clerks. All carriers will distribute to all other carriers any and all information and devices which are being used by any person to circumvent the Rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate Container Committee and to the policing agency provided in (e) below in its port.

(c) Every import container destined to a point within 50 miles of a South Atlantic Port shall be delivered only on a delivery order. Every export container from a point within 50 miles of a South Atlantic Port shall be received only on a dock/cargo receipt. Such delivery orders and dock/cargo receipts shall certify the place of delivery and origin of the container, the name or names of the person to whom the cargo is being delivered and from which it is shipped, the identity of the owner of the cargo, weight of the cargo, identity of the cargo and the origin and final destination of the container. Copies of such delivery orders and dock/cargo receipts shall be available to the local port Container Committee and the policing agency provided for in (e) below.

(d) The Container Committee in each Port shall promulgate to all carriers and direct employers, and to the Container Committees in each Port, any and all interpretations of the Rules on Con-

tainers as and when they are made. This will include uniform interpretations as and when they are issued. The District Container Committee shall also promulgate uniform interpretations to local port Container Committees, as and when they are issued.

(e) Policing Agent—Each Port shall establish a method of policing and enforcing these Rules on a uniform and non-discriminatory basis. No such method shall be implemented until presented to and approved by the District Container Committee.

(f) Council of Container Carriers—There shall be organized promptly a Council of Container Carriers composed of representatives of major container carriers who, with the Employer Negotiating Committee shall meet with the ILA at all regular and special meetings of the South Atlantic District Container Committee, and who shall participate in the discussion and resolution of problems and interpretations of the Container Rules discussed at the said meetings.

(g) Powers of the South Atlantic District Container Committee—In order to permit the fair and non-discriminatory application of the Rules and to encourage the movement of cargo in all South Atlantic ports, the South Atlantic Container Committee is hereby empowered to make such amendments or modifications to these Rules as may be necessary to the equitable application of the principles of these Rules to particular cases. The South Atlantic District Container Committee shall be guided by the rules, resolutions and interpretations of the CONASA-ILA Container Committee when considering similar problems in the South Atlantic District.

RULE 10—CONTAINER ROYALTY PAYMENTS

The Container Royalty Payments required by the collective bargaining agreements shall be payable only once in the Continental United States. They shall be paid in that Port where the container is first handled by longshore labor at longshore rates. The second container royalty payment (provided by paragraph 3 (B) (1) of this agreement shall be continued and shall be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined in accordance with that paragraph. Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ("foreign sea-to-foreign-sea containers") are exempt from the payment of container royalties. Container royalty payments shall be assessed against all containers moving across the continental United States by rail or truck under the foreign-to-foreign "LAND-BRIDGE" system. The said royalty payments shall become due for all such containers moving through South Atlantic ports on and after July 1, 1975.

RULE 11

With regard to the container royalties detailed in 3 (B) (1) of the Longshore Agreement the following form is to be filled out by all companies. Payment is to be made only when all of the following conditions are applicable;

(a) On the contents of containers Nineteen (19) feet or larger loaded to or unloaded from vessels engaged in deep-sea offshore trade.

(b) For containers stuffed or stripped by employees not covered by the Longshore Agreement.

(c) On gross tons of 2240 pounds weight, applied only to the contents of each container.

(d) On containers at first port of loading outbound or at last port of discharge inbound. Royalties are not payable on containers shifted or transshipped at intermediate ports.

THIS FORM TO BE FILLED OUT BY ALL EMPLOYERS OF LONGSHOREMEN. PAYMENT MUST BE MADE ONLY WHEN ALL OF THE FOLLOWING CONDITIONS ARE APPLICABLE:

(a) On the contents of containers Nineteen (19) feet or larger loaded to or unloaded from vessels engaged in deep-sea offshore trade.

(b) For containers stuffed or stripped by Employees not covered by the Longshore Agreement.

(c) On gross tons of 2240 lbs. weight, applied only to the contents of each container.

(d) On containers at first port of loading outbound or at last port of discharge inbound. Royalties are not payable on containers shifted or transshipped at intermediate ports.

IF NO CONTAINERS ARE HANDLED THAT FALL WITHIN THIS CATEGORY OR IF CONTAINERS HANDLED ARE EMPTY, EACH EMPLOYER MUST SUBMIT A COPY OF THIS REPORT EACH MONTH, SHOWING "NONE" IN THE APPROPRIATE COLUMN.

(d) On containers at first port of loading outbound or at last port of discharge inbound. Royalties are not payable on containers shifted or transshipped at intermediate ports.

THIS FORM TO BE FILLED OUT BY ALL EMPLOYERS OF LONGSHOREMEN. PAYMENT MUST BE MADE ONLY WHEN ALL OF THE FOLLOWING CONDITIONS ARE APPLICABLE:

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(b) For containers stuffed or stripped by Employees not covered by the Longshore Agreement.

(c) On gross tons of 2240 lbs. weight, applied only to the contents of each container.

(d) On containers at first port of loading outbound or at last port of discharge inbound. Royalties are not payable on containers shifted or transshipped at intermediate ports.

IF NO CONTAINERS ARE HANDLED THAT FALL WITHIN THIS CATEGORY OR IF CONTAINERS HANDLED ARE EMPTY, EACH EMPLOYER MUST SUBMIT A COPY OF THIS REPORT EACH MONTH, SHOWING "NONE" IN THE APPROPRIATE COLUMN.

PAYMENT CONTAINER ROYALTY

Company _____ Date of Filing _____

_____ For the Month of _____, 19____

_____ Wharf _____

No. of Containers	Gross Tons (2240 lbs.) Contained Therein		Amount
_____	_____	_____	_____
		at 35c per ton (Conv. ships)	_____
_____	_____	at 70c per ton (Partially automated ships, as defined in longshore contract)	_____
_____	_____	at $1.00 per ton (Fully automated ships, as defined in longshore contract)	_____
_____	_____	TOTAL _____	_____

ENCLOSED

Check No. _____ Dated _____ On The _____

(Bank)

(Mail check payable to) _____

(Signature)

_____

(Title)

RULE 12—EXECUTION OF AGREEMENT

All carriers utilizing labor employed under the terms and conditions of the South Atlantic Deep Sea, ILA agreements shall be bound by the rules on containers contained in the agreements and the ILA shall not be required to supply labor to carriers failing to execute such agreement.

13. (B) (3) LASH AGREEMENT

This agreement made and entered into by and between the carrier and direct employer members of the J.M.A. and the International Longshoremen's Association, AFL-CIO ("ILA"), its Atlantic Coast District ("ACD") and its affiliated local unions in Jacksonville covers all LASH work at a waterfront facility which includes but is not limited to the receiving and delivery of cargo, the loading and discharging of said cargo into and out of barges, the maintenance of barges at a waterfront facility, except where shipyard maintenance is required and the loading and discharging of barges on and off LASH AND SEABEE ships.

JMA and the Carriers agree that they will not directly perform work done on a waterfront facility or contract out such work which historically and regularly has been and currently is performed by employees covered by JMA-ILA Agreements, unless such work on such waterfront facility is performed by employees covered by JMA-ILA Agreements. The word "agreement" as hereafter used, shall refer to all JMA-ILA agreements.

J.M.A., the Carriers and I.L.A. agree that the following terms and conditions shall be applicable in Jacksonville ports as follows:

(a) All LASH AND SEABEE ships shall be loaded and unloaded exclusively by longshore labor, checked by deep-sea checkers, maintained by the

cooper, carpenter and maintenance locals, all of whom are employed under the terms of this agreement at a waterfront facility (meaning a pier or dock, marshalling area, roadstead or other facility or location where LASH vessels are normally and usually loaded and discharged). All barges shall be loaded and unloaded by longshore labor, employed under terms of this agreement. The employer shall use the gang system in the loading and unloading of the barges.

(b) The gang shall consist of the following men when working:

STEEL AND OTHER HEAVY CARGO

11 deep-sea longshoremen plus
a deep-sea checker and a foreman

GENERAL CARGO

14 deep-sea longshoremen plus
a deep-sea checker and a foreman

(c) The gang shall work as a unit, a gang shall work only one lighter at a time, the gang cannot be broken up so it can work two or more lighters at one time. The gang shall move from lighter to lighter as a gang unit.

(d) The employer shall employ two gangs consisting of 18-men each plus any additional machine operators which are needed in the loading and unloading of the LASH and SEABEE ship.

(e) LASH and SEABEE barges may be loaded or discharged with non-ILA labor only at plants where the stevedoring function has not been performed in the past by longshore labor. Such plant must be one where only one type of various commodities are loaded and discharged, where the

plant is operated by a single manufacturer or processor and where longshore labor may not be used at the waterfront facilities of such plant because of labor agreements with other labor unions. LASH and SEABEE barges loaded or discharged at military facilities shall be subject to the same rules as are applicable to containers loaded or discharged at such facilities. The ILA shall be given a list of LASH and SEABEE barges so worked monthly and a royalty of $2.00 per gross ton of cargo shall be paid in the port where such LASH and SEABEE barge is loaded on or discharged from the LASH and SEABEE vessel. No royalty shall be paid on barge loads of bulk cargoes such as grain, fertilizers, chemicals, scrap metals, waste materials, or other cargoes not subject to load or count. $1.00 of said royalty payment shall be used exclusively for supplemental cash payments to employees covered by the J.M.A.-I.L.A. Agreement, and for no other purpose. The second dollar of the LASH royalty shall be used for fringe benefit purposes only, other than supplemental cash benefits, which are to be determined by the local Trustees. J.M.A. and the Carriers agree that the payment of LASH royalties as provided in their agreements is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then J.M.A. and the Carriers shall provide, by some other form of assessment for the payment of equivalent amounts to be used for the same purposes as said LASH royalty is presently used.

(f) All consolidated barge loads will be loaded or discharged at the pier by employees employed under this agreement out of the barge in which the cargo arrived at the pier. All consolidated

cargo for barges shall be received and delivered at the piers by deep-sea labor.

13. (C) Each employer shall give preference in employment to the gangs which work regularly for him and agrees to divide his work as fairly as possible among such regular gangs in accordance with local custom. When employing extra gangs the Employer is to choose the gang best qualified from those available, but is to give due consideration to suggestion from the Union. When it becomes necessary for the employer to make a change in Gang Foremen he must consult with the Union at least one week prior to his selection. It is incumbent on the Employer to consider the Union's suggestions, and to make every effort to designate a man who is agreeable to both parties.

13. (D) (1) On vessels loading or unloading the cargoes listed below, the following minimum gangs, including gang foremen, shall be used between point of rest and stowage:

(a) Eighteen men on bagged goods, baled waste paper, Egyptian cotton, burlap in rolls and woodpulp in bales when it is being winged out or beamed out. However, when these commodities are loaded to or unloaded from the same hatch with other cargo, a minimum of sixteen men may be used.

(b) Sixteen men on general cargo which is defined as hand stowed or hand unstowed break bulk general cargo.

(c) Fourteen men on unitized cargo such as prepalletized cargo secured by strapping, banding or other means; Dravo-type containers and cargo vans; iron and steel articles such as pipe, angles, channels, plates, reinforcing rods, tinplate, coiled steel, packaged structural steel and bundled wire rods in coils.

(d) Eighteen men plus two drivers including all longshore labor other than lashers on container ships.

(e) When loading or unloading cargo to or from containers (stuffing or stripping) two deep-sea longshoremen, a checker and one deep-sea driver.

(f) When lashing or unlashing of containers is required a lashing gang consisting of one header and six men will be used. At the employers option the men may be brought in one hour before the start.

(g) On barges a 20-man container gang will be used, and the gang will also lash/unlash.

13. (D) (2) When loading scrap iron with magnets, each employer shall continue to use the number of men he formerly customarily used. In no event, however, shall less than three longshoremen be employed with each crane when chutes are being used nor less than two longshoremen be employed with each crane when chutes are not being used. In addition, there will be one Gang Foreman to the ship.

13. (D) (3) When grab buckets or tubs are used with ship's booms and winches for handling bulk cargo, a minimum of seven men per gang will be used, including the Gang Foreman.

13. (D) (4) In lashing and shoring cargo, cleaning, fitting, etc., and any operations not listed above, the Employer shall use the number of men required to safely and efficiently perform the operation.

13. (D) (5) Where hardship is claimed by Union because of unreasonable or burdensome conditions or where work methods or operations materially change in the future, the problem shall first be discussed between the local and Management involved. In the event an agreement cannot be reached, either party may refer the dis-

pute to the Joint Negotiating Committee and, if the matter cannot be resolved by that Committee, either party may then refer the question to an arbitrator in accordance with the procedure set forth in Clause 15(B).

13. (D)(6) There shall be no interference with the Employer's right to shift men from hatch to hatch, ship to ship, dock to ship or ship to dock so long as the number of men shifted from any gang does not reduce the Gang structure below the minimum required as determined by the class of cargo being handled by the gang. In no event shall men be shifted from any gang for the purpose of opening, closing and rigging a hatch to which the entire gang has not been assigned.

The Employer also reserves the right to hire and discharge. It is recognized that the Employer has the right to utilize men in any combination of job classifications for which they are qualified, providing that they receive the pay rate of the highest job classification in which they are employed during their work shift.

13. (E) Neither party shall uphold incompetency, use of narcotics and/or drugs other than those under prescription, shirking of work, insubordination, intoxication at work, the use of abusive language, pilfering or broaching of cargo, or the possession of firearms on the premises by other than security personnel. Personnel guilty of these offenses shall be dealt with as the circumstances require, and in the event a man is convicted of theft, he shall be denied any further employment in the industry.

13. (F) The Management of the Employer's business and the direction of the work force in the operation of the business are exclusively vested in the Employer as functions of Management. Except as specifically provided in the Agreement, all of the rights, powers and authority Employer had prior to signing of this Agreement are retained by Employer.

14. Seniority Rules shall be decided and enforced on a local level.

15. (A) (1) During the term of this Agreement, the Employer agrees that there shall be no lockouts of the members of the Union and the Union agrees there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slow down, or any other interference or stoppage, total or partial, of the Employer's operation for any cause whatsoever; such causes including but not limited to, unfair labor practices by the Employer or violation of this Agreement. The right of employees not to cross a bona fide picket line is recognized by the Employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to by the Union.

15. (A) (2) If the Administrator of any fund established under the terms of this Agreement determines that an employer is delinquent in paying the requisite assessments, contributions, royalties or other required payments to the fund when due, he shall immediately notify the Union party hereto with copy to the delinquent Employer. If within 7 days the Employer does not either convince the Administrator he is in fact not delinquent or pay the delinquent account, the Union will be released from its obligations under Clause 15(A) (1) to continue to work for that Employer and shall not dispatch personnel to that Employer until the delinquency is ended. The Employer shall be liable not only for the amount of the delinquency, but for attorney fees, auditing fees, court costs and all other related collection expenses. In the event of disagreement as to the applications of the above, the dispute shall be settled as a grievance under the procedure of Clause 15(B), but omitting the Port Grievance committee and being referred directly to the District Grievance Committee.

15. (B) Matters under dispute which cannot be promptly settled between the Local and an individual Employer shall, no later than 48 hours after such discussions, be referred in writing covering the entire grievance to a Port Grievance Committee composed of one member from a company not involved in the dispute, the Port employer member of the Joint Negotiating Committee, the Port Union member of the Joint Negotiating Committee, and a Union Member not involved in the previous attempts to settle the dispute. In the event this Port Grievance Committee cannot reach an agreement within five days after receipt of the complaint the written record of the dispute shall be referred to the Joint Negotiating Committee, which will function as a District Grievance Committee on the following basis:

There must be present at the Grievance Committee Meeting at least three regular Employer members and three regular Union members, in addition to the members from the Port originating the dispute, as these latter members may participate in the discussions but may not vote. Each side shall have four votes, and if the fifth member of either side is absent he shall authorize his vote to be cast by one of the voting members in attendance. This Grievance Committee shall meet at least quarterly, and in the case of urgent matters it shall make every effort to meet as soon as possible.

A majority decision of this Committee shall be final and binding on both parties and on all Employers signing this Agreement. In the event the Committee is unable to reach a majority decision within 72 hours after meeting to discuss the case, it shall employ a professional arbitrator whose expense and fees, as well as those of any expert witnesses required by the arbitrator are to be borne jointly by the Management and the Union of the Port concerned. Should the Committee be unable to agree on the selection of an arbitrator, they shall request the

assistance of the Federal Mediation and Conciliation Service in designating a suitable arbitrator. Expenses of the Employer members of the District Grievance Committee are to be borne by the Port Employers, and of the Union Members of the District Grievance Committee by the I.L.A.

In the selection of an arbitrator, thought will be given to a person who is knowledgeable and familiar with the problems of the Longshore industry.

Any decision in favor of the Employee involving monetary aspects or discharge shall require the Employer involved to make financial restitution from the time of the complaint concerned, whereas decisions involving working methods or interpretations shall take effect seventy-two hours after being rendered.

15. (C) The above mentioned Joint Negotiating Committee shall consist of an Employer's side of five members, one each from Wilmington, North Carolina; Charles-South Carolina; Savannah, Georgia; Jacksonville, Florida; and Tampa, Florida; and a Union side of the I.L.A. representative from each of these ports.

Each Employer vacancy shall be filled by the Port with the vacancy, and each Union vacancy by the Southeastern Dock and Marine Council of the I.L.A.

15. (D) The Joint Negotiating Committee upon written request of any Employer signatory to this Agreement or any Local covered by this Agreement shall determine whether new commodities or new types of packing present hazards or discomforts in handling which make it necessary to add such items to now-existing penalty classifications. Such decisions shall be final and binding on all signatories to this Agreement, but where no majority decision is reached by the Committee, this shall constitute a denial of such addition.

15. (E) It is understood and agreed that there will be no changes made in this Agreement except by mutual consent in writing and with the full knowledge of all members of the joint Negotiating Committee. All interpretations of this Agreement will be made in accordance with the provisions of Clause 15.

15. (F) The Union agrees that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the Employers will not be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement. Anything not contained in this Agreement shall not be construed as being part of this Agreement.

16. Both Parties agree to cooperate with all efforts to provide safe working conditions including such efforts of the United States Department of Labor and of all Portwide Longshore Safety Councils and company safety programs. Where neither such Councils nor such company programs now exist, the parties shall cooperate in establishing one or the other, with meetings to take place at least quarterly.

The requirements of the Occupational Safety and Health Administration shall be binding on both Parties. All personnel reporting for work must be dressed so that no additional hazard is created and must wear safety shoes.

17. J.M.A. agrees to participate in the attached JSP program, in order to preserve the job security of longshore employees. The J.M.A. further agrees that Clause 15(A)(1) shall not apply in the event a carrier does not subscribe to the JSP agreement and the ILA elects to refuse to work for that carrier.

18. It is the intention and purpose of all parties hereto that no provision or part of this Agreement shall be violative of any Federal or State law.

For the International Longshoremen's Association	For the Jacksonville Maritime Association
Landon L. Williams, President Local 1408	C. H. McCarthy, Jr. President
	V. McDaniel, Jr. Labor Negotiator

Jacksonville Maritime Association represented the following employer members in signing this collective bargaining agreement:

Caldwell Shipping Co.
Eller & Co.
Gulf Terminal International
Harrington & Co.
Jacksonville Bulk Terminals, Inc.
Kaufmann Shipping Co.
McGiffin & Co.
South Atlantic Terminals, Inc.
Southeastern Maritime Co.
South Carolina Stevedoring Corp.
Stevens Shipping & Terminal Co.
Strachan Shipping Co.

JOB SECURITY PROGRAM

AGREEMENT made the 13th day of November, 1977 by and between

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, its ATLANTIC COAST DISTRICT

("ACD"), its SOUTH ATLANTIC & GULF DISTRICT ("SAGD") and its affiliated deepsea local unions in each port from Maine to Texas (all collectively "ILA")

and

THE UNDERSIGNED CARRIERS who operate ships in North Atlantic, South Atlantic and Gulf Ports and utilize or contract for labor to perform longshore and related work in connection with the deepsea longshore operations of such ships (herein "CARRIERS").

1. (a) Recognition: ILA recognizes and has bargained with said CARRIERS and the CARRIER recognizes and have bargained with the ILA as Collective Bargaining agent on the issue of Job Security of employees represented by ILA and employed in various ports from Maine to Texas where such employees are employed to load and unload the Carriers' ships and to perform work ancillary thereto.

(b) Purpose of Job Security Program: The new Job Security Program (JSP) concept is to be undertaken by the Carriers, in order to protect and preserve the job security of employees represented by the ILA in each of the ports listed in Appendix A and to protect the local port plans described in Paragraph 2 hereof from shortfalls which may take place after October 1, 1977.

2. Local Port Plans Protected by Job Security Program: JSP is intended to protect shortfalls, as defined in paragraph 5, in any of the following local port plans:

i. Guaranteed Annual Income Plans (GAI)

ii. Pension Plans

iii. Welfare Plans (hospitalization and medical plans)

3. Employees Protected: JSP will protect employees presently employed in each of the local Ports and, who as a result of local negotiations are eligible under local plans

as of October 1, 1977, and/or each succeeding October 1st of each contract year.

4. Liability for Shortfalls: The liability for shortfalls provided for in this JSP agreement is to be undertaken by the Carriers in accordance with the assessment method set forth in Appendix B. The Carriers shall place into effect a tonnage assessment calculated in accordance with the method set forth in Appendix B, within ninety (90) days after ratification of this agreement, in an amount considered by them necessary to meet the needs of JSP during the next six month period. After such six-month period, the level of assessment shall be reviewed by the Carriers on a quarterly basis, and shall be increased, decreased, or suspended depending upon experience. The above assessments shall be collected, as necessary, from the Carriers by the administrative agency created by the Carriers which shall pay out the shortfall payments required by this agreement.

5. Shortfall Criteria: A shortfall means a deficit in contributions in any of the three local port plans described in Paragraph 2 above and which meets each of the following criteria:

(a) A shortfall must occur after October 1, 1977;

(b) A shortfall must result from a loss of manhours (or tonnage, if assessments are on a tonnage (basis) and not be caused by strike.

6. Local Port Plans Subject to Individual Port Negotiations: Each of the local port associations shall individually negotiate and establish with the local representatives in such ports in the traditional manner the provisions of the local port plans in such ports to be effective as of October 1, 1977 and for the remaining term of the various agreements with the ILA pertaining to such ports.

7. Individual Ports to Fund, Assess and Administer Local Port Plans: The funding of the local port plans shall be based upon actuarially and/or statistically sound principles resulting in a fair and equitable assessment in each local port either on an hourly or on a tonnage basis, or on both, as determined by each local port association, which assessments shall be based upon statistically sound principles intended to create sufficient revenue over the life of the collective bargaining agreements to support such plans in each local port. Such assessments shall be reviewed annually by each local port association for the purpose of adjusting contributions in GAI, Pension and Welfare provided by the collective bargaining agreement and so as to continue to provide for manhours or tonnage which is anticipated to continue shall not be included in such adjusted contributions. The said local port plans shall be controlled as provided in the local port collective bargaining agreements. The distribution of benefits from the said plans shall be made by the local port association and/or the trustees in each local port as in the traditional manner. JSP shall be furnished with such information by each local port association, which becomes a subscriber of said JSP, as may be necessary to establish compliance with the provisions of this program by each local port association.

8. Administration of the Job Security Program: JSP shall be administered by the Carriers as they in their own discretion determine. The expenses of the job security program shall be paid by the Carriers. On request, ILA, the subscribing port associations or jointly administered funds, will be furnished with all pertinent information relating to the amount of assessment collected and the disbursement of such JSP assessment.

9. Signatories: Each Carrier, private or governmental, which utilizes or contracts for employees covered by this agreement shall be required to execute this agreement

and to furnish any undertaking required for faithful performance of the requirements of this agreement, provided, however, that no Carrier shall be required to furnish such an undertaking to any local port association unless such association subscribes to this agreement and agrees to be bound by its terms and conditions. If any Carrier does not subscribe to the JSP Agreement, the ILA shall have the right not to work on the loading and discharging of its ships or any work ancillary thereto.

10. Term: This Agreement shall remain in effect for the period of October 1, 1977 to and including September 30, 1980.

IN WITNESS WHEREOF the undersigned Carriers and the ILA have affixed their signatures the day and year first above written:

Name of Carrier:_____

by:_____

Name of Carrier:_____

by:_____

Name of Carrier:_____

by:_____

Name of Carrier:_____

by:_____

Name of Carrier:_____

by:_____

Name of Carrier:_____

by:_____

International Longshoremen's Association, AFL-CIO

by:_____

President

by:_____

Secretary

Atlantic Coast District ILA, AFL-CIO

by:_____

President

by:_____

Secretary

South Atlantic and Gulf District ILA, AFL-CIO

by:_____

President

by:_____

Secretary

November 13, 1977

ATTACHMENT "B"
JSP TONNAGE ASSESSMENT

In order to meet the obligations arising under the collectively bargained Job Security Program (JSP) entered into by and between the CARRIERS and the International Longshoremen's Association, AFL-CIO, its Atlantic Coast District ("ACD"), its South Atlantic and Gulf District ("SAGD") and its affiliated deep-sea local unions in each port from Maine to Texas (all collectively "ILA"), for shortfalls in contributions to Guaranteed Annual Income (GAI) plans, Pension plans and Welfare plans (hospitalization and medical plans), as well as administrative expenses of operating said program, the following tonnage assessment method for the three (3) year period ending September 30, 1980 is hereby agreed to as an integral part of said collectively bargained JSP Program.

1. TONNAGE ASSESSMENT

(a) Each vessel carrier (both private and governmental) shall be responsible for an assessment amount per ton on each ton of cargo loaded or discharged in the ports listed in Appendix "A" of the JSP Program, during the period December 1, 1977 to September 30, 1980 in accordance with the assessment method set forth below.

(b) Effective December 1, 1977, and to continue until March 31, 1978, a tonnage assessment on each weight ton of 2240 lbs. shall be assessed on the following cargo in the following amounts:

i.	Automated cargo	20c per ton
ii.	Break-bulk cargo	12c per ton
iii.	Bulk cargo	2c per ton

(c) On or about April 1, 1978 and on a quarterly basis thereafter, the Carriers shall estimate the total obligations for shortfall incurred to date from all sources including information supplied by the local Port Associations and shall either increase, decrease, adjust or suspend such assessment depending upon experience. Each such assessment shall be in the same proportion as the initial assessment set forth above, namely break-bulk tonnage shall pay 60% of the rate paid by automated tonnage and bulk tonnage shall pay 10% of the rate paid by automated tonnage.

(d) Such tonnage assessment amounts shall be collected as necessary from the Carriers by the administrative agency (to be known as the JSP Agency) created by the Carriers which shall pay out the shortfall payments required by this Agreement. The local Port Associations shall supply to the JSP Agency, on a timely basis, such statistical information necessary to generate invoices and to cooperate with the JSP Agency in connection therewith. The JSP Agency shall hold such amounts in

interest-bearing accounts or in appropriate investment accounts and shall pay out such amounts only for obligations under the JSP Program and the expenses of administration thereof.

2. DEFINITIONS

"Automated Cargo" means any cargo carried by an automated method of cargo movement such as container, Ro-Ro, LASH, SEABEE, or any other cargo movement method having a productivity equal to or greater than any of the foregoing, other than non-containerized break bulk cargo.

"Break-bulk Cargo" shall mean cargo loaded or discharged in the traditional manner on conventional lift-on/lift-off ships and shall include cargo in containers or LASH or SEABEE barges which is handled in a break-bulk manner by employees covered by this Agreement.

"Bulk Cargo" shall mean ship loads, or partial ship loads of 1,000 tons or over, of commodities not subject to load or count such as grain, fertilizers, chemicals, scrap metals, waste materials or sugar.

3. JSP AGENCY

The Carriers signatory to the JSP Program shall create the JSP Agency, which shall have a governing board and may employ administrative employees, as well as consultants, actuaries, accountants, attorneys and such other persons as may be needed to fully implement the JSP Program. The Governing board shall be chosen in a manner to be set forth in either Articles of Incorporation, Articles of Association, and/or By-Laws of said Body. Said documents shall provide for the management of the JSP Program and shall, also, provide for the power of the governing body to do all things that a Board of Directors of a corporation may do under the provisions

of the Not-For-Profit Corporation Law of the State of New York, including but not limited to the borrowings of such funds as may be necessary to meet the obligations of the JSP Program.

4. AMENDMENTS

This Appendix "B" may be amended at any time by the mutual consent of the Carriers and ILA. The Carriers shall provide for the making of a study within the first year of the contract term which study will examine into the assessment rates, tonnage definitions and any and all other matters which may be referred for study by the Carriers. Such study shall be utilized as a basis for any mutual amendments which the parties may agree to. The determination as to any amendments shall not be subject to arbitration.

WAREHOUSE AGREEMENT

Between the

Jacksonville Maritime Association, Inc.

and the

International Longshoremen's Association

LOCAL NO. 1408-A

1. This agreement was made and entered into on the 28th day of November, 1977 by and between the Jacksonville Maritime Association, Inc. representing its direct employer members, hereinafter known as the Party of the First Part and the International Longshoremen's Association representing its subordinate Local 1408-A, hereinafter known as the Party of the Second Part.

2. This agreement shall become effective at 12:01 A.M. on October 1, 1977 and shall continue in effect until midnight, September 30, 1980, and covers all warehouse work as designated herein at the port of Jacksonville, Florida.

3. (A) Warehouse work wages (hourly) effective October 1, 1977.

	Straight Time	Overtime
Headers	$7.55	$11.325
Tractor & Lift Truck Drivers	7.45	11.175
Warehousemen	7.35	11.025
Crane & Bulldozer Operators	7.95	11.925

The above rates shall be increased by the following amounts effective with the following dates:

	Straight Time	Overtime
12.01 A.M. October 1, 1978	$ .80	$ 1.20
12:01 A.M. October 1, 1979	.80	1.20

3. (A) (1) Fringe benefits: The employers agree to contribute into the fund for Pension, Welfare, Vacation and Holiday Benefits the following amounts per man hour commencing on the dates listed:

Effective 12:01 A.M. October 1, 1977	$2.595
Effective 12:01 A.M. October 1, 1978	2.815
Effective 12:01 A.M. October 1, 1979	3.195

The fund shall continue to be administered by a Board of six Trustees, three of which will be appointed by each party to serve until they resign or are replaced by the party they represent. The parties signatory to this Agreement further agree to be bound by the terms and conditions of the Trust Agreement, as amended or extended, establishing this fund and governing its administration.

3. (A) (2) Each employer will submit to the local union and the Trustees of the Pension, Welfare and Vacation Fund quarterly reports of hours worked, individually by men, for all work covered under this Agreement. The local Trustees shall institute whatever auditing procedures they deem necessary to verify these reports.

3. (B) It is distinctly understood and agreed that labor used between points of rest and the ship is considered Stevedore Labor, and is not covered under this agreement. Point of rest is defined as the point from which cargo moves direct to ship or vice versa whether it be Warehouse floor, Railway car or other vehicle.

3. (C) Men will be paid on a thirty (30) minute basis and when they have worked five (5) minutes or more of any thirty (30) minute period, shall be paid for the full thirty (30) minutes.

3. (D) Work Week is defined as being from 8:00 A.M. Monday to 8:00 A.M. Monday.

3. (E) Starting times for weekdays shall be 8:00 A.M., 1:00 P.M., and 7:00 P.M. Starting times for Saturdays, Sundays and Holidays shall be 8:00 A.M. and 7:00 P.M.

3. (F) Ice water is to be furnished by employer, especially in hot weather.

4. (A) A differential of 20c per hour in straight time and 30c per hour in overtime will be added to the rates specified in Clause 3(A) when the following commodities are handled:

Asbestos Fibre
Bone Meal
Bones in Bulk
Calcium Nitrate (Not Calcium Ammonium Nitrate)
Carbon Black
Caustic Soda
Cement in Bags or Bulk
Chloride of Lime
Coal
Coke
Copper Sulphate in Bags
Creosoted Materials
Cyanamide
Feather Meal
Fish Meal and Fish Scraps
Grain in Bulk and Dunnaging over Grain
Green Salted Hides
Guano, Bird and Whale
Insecticides including but not limited to D.D.T., Cotton Dust, or Toxaphene, packaged in paper bags or paper drums
Meat Meal and Meat Scrap
Paris Green
Peroxide in Fiber Drums
Phthalic Anhydride
Powdered Arsenic
Salt Cake

Soda Ash
Sulphur and Dunnage over Sulphur
Tankage
Tin Scrap in Bales
Treated Lumber Products (not creosoted) when loaded at creosote plant
Crude Iodine
Magnesite
Tecmangam
Tetra Tetra Ethyl Lead
Sodium Silico Flouride

4. (A) (1) A differential of 50c per hour in straight time and 75c per hour in overtime will be added to the rates specified in Clause 3(A) when the following commodities are handled

Castor Meal Expeller
Castor Pumace

4. (A) (2) When the commodities listed above in Clauses 4(A) and 4(A) (1) are handled, all men in the gang including fork operators will receive the applicable differential specified.

4. (B) A differential of 20c per hour in straight time and 30c per hour in overtime will be added to rates specified in Clause 3(A) for work performed in refrigerated cars whenever cargo is being handled that has been or will be carried at temperature below 32 degrees F. When handling refrigerated cargo in conjunction with ice the same differential will apply while handling such cargo and while handling the ice. The differentials will be paid to all men working in spaces listed. In the event the Longshore Contract currently being negotiated is changed in regards to refrigerated cargo, Warehouse Contract shall be the same as Longshore Contract, however, Warehouse wage rates shall apply.

4. (B) (1) Gangs ordered for work on refrigerated cargo will be notified in advance in order that they may secure sufficient clothing.

4. (C) Explosives and Ammonium Nitrate to be paid for at double the straight time and overtime rates (whichever is applicable) as specified in Paragraph 3.

4. (D) All men in the gangs shall receive the above differentials when handling these items. No differentials to be paid unless amounting to one-half (½) hour or more, actual continuous working time.

5. The basic working day shall consist of eight (8) hours, and the basic working week shall consist of forty (40) hours. Men shall work any night in the week, or on Sundays, Holidays, or Saturdays, when required (except as provided in Clause 6 for work on Labor Day, Christmas Day, New Year's Day, and the Fourth of July). Except for holidays specified in Clause 6 straight time rate shall be paid for any work performed from 8:00 A.M. to 12 Noon and from 1:00 P.M. to 5:00 P.M. Monday through Friday inclusive. Work at all other time, including specified holidays, to be paid for at overtime rates, except as provided in Clause 6 for work on Christmas Day, Labor Day, New Year's Day and the Fourth of July.

6. The following holidays will be observed:

January 1 .....New Year's Day
January 15 .....Martin Luther King's Birthday
February 12 .....Abraham Lincoln's Birthday
February, 3rd Monday ..George Washington's Birthday
Good Friday .....Good Friday
May, Last Monday .....National Memorial Day
July 4 .....Independence Day
September, 1st Monday ..Labor Day

October, 2nd Monday ...Columbus Day
November 11 .....Armistice Day
National Election Day ..One Annually
November,
4th Thursday .....Thanksgiving Day
December 24th .....Christmas Eve
December 25th .....Christmas Day
December 31st .....New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 A.M. on the days following these holidays, nor after 3:00 P.M. on Christmas Eve or New Year's Eve, except for ships which can be finished by 5:00 P.M. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve men working will be guaranteed six hours overtime pay unless they actually work after 3:00 P.M. in which case they will be paid 8 hours overtime. When warehouses are worked because of fire or where property is in danger on any of the four "no work" holidays, double the straight-time rates as specified in Clause 3(A) will be paid.

Time off from work will be allowed to men to vote on State and National election days.

6. (A) Any new machinery to be used for the purpose of doing Warehouse work, the employer must give ample time for the employee to be trained.

7. (A) It is understood and agreed that members of Local No. 1408-A shall be given employment if they are available and they can satisfactorily qualify as to physical fitness and experience. The employer is to des-

ignate the number of men to be employed and reserves the right to hire and discharge. That all the men to be hired by the header designated by the employer, however, the employer reserves the right to reject men if they feel that they are not qualified.

7. (A) (1) Each warehouse terminal such as Talleyrand, Blount Island, S.C.L., Commodore Point, Occidental, etc., shall have a warehouse foreman (header).

7. (B) In the event the Union files a complaint with the employer regarding the discharge of a member within the 24 hours after his dicharge, the matter will be referred to Grievance Committee consisting of two men chosen by the Union and two men chosen by the employer. This committee must, within 48 hours after the man was discharged, either reach a majority decision or select a fifth man satisfactory to both sides. A majority decision of either of these Boards shall be final and binding on both sides. If it is found that the employee was unjustly discharged the employer will re-instate him and pay all wages lost up to the time the decision was reached by the Committee or the time the fifth member was selected, which-ever occurred sooner.

7. (C) The use of abusive language shall not be countenanced by either party.

7. (D) Both parties agree that upon request of either party, they will fix some mutually convenient time to meet and discuss a seniority clause in the light of any agreement on seniority which may be adopted elsewhere in the South Atlantic and Gulf Coast District of the I.L.A. The parties shall dispose of the matter by negotiation. If as a result of such negotiations the parties decide to include a clause on Seniority in this agreement, such clause shall not in any way infringe on the employ-

er's right to refuse employment to any person whom he considers physically or mentally unfit to efficiently perform his duties.

8. Gangs ordered to work on week days, Monday through Saturday, will be guaranteed 8 hours time at the prevailing rate. If ordered back after the meal hour, they shall be guaranteed a minimum of 4 hours at the prevailing rate.

In the event men are ordered for 7:00 A.M. they shall be paid 1 hour O.T. from 7:00 A.M.-8:00 A.M. and 8 hours from 8:00 A.M.

On Sundays and Holidays there will be a minimum call of 8 hours.

In the event men are prevented from working by weather conditions, they shall be guaranteed a minimum of 2 hours at the full prevailing rate for the first 2 hours of the period and running time thereafter unless dismissed. If ordered back they shall be guaranteed a minimum of 2 hours at full prevailing rates the first two hours of the second period and running time thereafter unless dismissed (Mondays through Sundays, including Holidays).

On any additional men ordered after original ordering period four (4) hours call time will apply.

8. (A) Hiring Procedure—Each employer will notify the hall each day as to the number of men he will require the following day.

8. (B) Minimums are outlined in paragraph 8. Guarantee Wages: No provision for Guaranteed Annual Income is included in this agreement. If during the tenure of this contract other major Florida Ports, South Florida Ports excepted, adopt a GAI Plan, then parties subject to this agreement will re-negotiate this particular item to their mutual satisfaction.

9. The following meal hours are to be observed:

Breakfast—(When same gangs are to work beyond 8:00 A.M.) 6:00 A.M.-7:00 A.M.

Mid-Day Dinner—12:00 Noon-1:00 P.M.

Super—(When same gangs are to work beyond 7:00 P.M.) 6:00 A.M.-7:00 P.M.

Midnight Lunch—12:00 Midnight-1:00 A.M.

10. (A) Present payroll practices will be continued, however, should a new weekly pay-off system be adopted between the Employers and ILA Local 1408, then this system would apply to Warehouse Local 1408-A.

10. (B) (1) Commencing on October 1, 1968, the employer agrees to deduct from the wages of the employees working under this Agreement National and District Union fees for each hour paid and local Union fees, provided, however, that there be first presented to the Employer an authorization in the form set forth below:

CHECK-OFF AUTHORIZATION

To: (Employers) of Jacksonville Maritime Association and any other Employer with I.L.A. Contracts.

I hereby assign to the International Longshoremen's Association, AFL-CIO, and hereby direct my Employer to deduct from the wages received by me by reason of my employment under the collective bargaining agreements with the ILA and its subordinate local No. 1408, 1408-A and 1597 as Service fees the sum of 1 per cent per straight time base rate hour National and District Service fees for each hour paid to me and 5 per cent of my gross pay as local service fees, and to pay this sum directly to the ILA and the local. This assignment shall remain in effect during the term of the present collective bargaining agreement unless revoked by written notice to the Employer, which notice is effective as to work per-

formed for such Employer after receipt of said notice.

Date	Signature
Social Security Number	Witness

10. (B) (2) The employer agrees to make monthly remittances of the amounts deducted from employees' wages no later than the third Wednesday of each month for the preceding month, with that portion representing the per capita dues to be sent to I.L.A. Headquarters and the balance of the dues sent to the office of Local No. 1408-A. Should an employee revoke the authorization, the employer further agrees to immediately notify Local No. 1408-A.

Reasonable administrative expenses of the Check Off may be borne by I.L.A. and the amount deducted from the remittance.

10. (B) (3) Local No. 1408-A and the I.L.A. agree to defend, indemnify and save the employers harmless against and from all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the employer in reliance upon or compliance with any provisions of this Clause 10.

11. The point of rest is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo

is placed upon completion of discharge from ships.

(c) On cargo to be loaded aboard ships as well as cargo to be discharged from ships, such cargo shall not be considered to be at point of rest until complete carload or truckload lots are completely assembled.

(d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

12. The employer shall give due regard to the following factors:

1. Protecting the safety and health of all men employed in the operation.

2. Regulating stevedoring operations to best accomplish the safe, efficient and orderly movement of cargo.

3. Utilizing modern methods and equipment in the interest of avoiding unnecessary manual labor.

4. Making the best use of skilled manpower in the light of the above considerations.

It is dictinctly understood and agreed that the Union has the privilege of bringing to the attention of each employer any practices which the Union feels are not in accord with the spirit of the foregoing. The employers hereby agree to promptly investigate and give careful consideration to all suggestions and recommendations from the Union in the light of the objectives set forth above. If such procedures still fails to satisfactorily dispose of any such questions, they shall be re-

solved through the arbitration procedure set forth in Clause 15.

13. Neither party shall uphold incompetency, shirking of work, insubordination, intoxication at work, the use of abusive language, pilfering or broaching of cargo. Personnel guilty of these offenses shall be dealt with as the circumstances require, and in the event a man is convicted of theft he shall be denied any further employment in the industry.

14. Management of the Employer's business and the direction of the work forces in the operation of its business are exclusively vested in the Employer as functions of Management. Except as specifically provided in this Agreement, all of the rights, powers and authority Employer had prior to signing this Agreement are retained by Employer.

15. During the term of this Agreement the Employer agrees that there shall be no lockouts of the members of the Union, and the Union agrees that there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interference or stoppage, total or partial, of the Employer's operation for any cause whatsoever; such causes including but not limited to unfair labor practices by the Employer or violation of this Agreement. The right of employees not to cross a bona fide picket line is recognized by the Employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to by the Union.

16. Matters under dispute which cannot be promptly settled between the Local and an individual Employer shall, not later than forty-eight hours after such discussions, be referred in writing covering the entire grievance to a Port Grievance Committee composed of one member from a company not involved in the dispute, the Port Employer member of the Joint Negotiating Committee, the Port Union Member of the Joint Negotiating

Committee, and a Union member not involved in the previous attempts to settle the dispute. In the event this Port Grievance Committee cannot reach agreement within five (5) days after receipt of the complaint, the written record of the dispute shall be referred to the Joint Negotiating Committee which will function as a District Grievance Committee on the following basis:

There must be present at the Grievance Committee meeting at least three regular Employer members and three regular Union members, in addition to the members from the Port originating the dispute as these latter members may participate in the discussion but may not vote. Each side shall have four votes, and if the fifth member of either side is absent he shall authorize his vote to be cast by one of the voting members in attendance. This Grievance Committee shall meet at least quarterly, and in the case of urgent matters it shall make every effort to meet as soon as possible.

A majority decision of this Committee shall be final and binding on both parties and on all Employers signing this Agreement. In the event the Committee is unable to reach a majority decision within seventy-two (72) hours after meeting to discuss the case, it shall employ a professional arbitrator whose expenses and fees as well as those of any expert witnesses required by the arbitrator are to be borne jointly by the Management and Union of the Port concerned. Should the Committee be unable to agree on the selection of an arbitrator, they shall request the assistance of the Federal Mediation and Conciliation Service in designating a suitable arbitrator. Expenses of the Employer members of the District Grievance Committee are to be borne by the Port Employers, and of the Union members of the District Grievance Committee by the I.L.A.

Any decisions in favor of an Employee involving monetary aspects or discharge shall require the Employer involved to make financial restitution from the

time of the complaint concerned, whereas decisions involving working methods or interpretations shall take effect seventy-two (72) hours after being rendered.

17. The above mentioned Joint Negotiating Committee shall consist of an Employer's side of five members, one each from Wilmington, North Carolina, Charleston, South Carolina; Savannah, Georgia; Jacksonville, Florida; and Tampa, Florida; and a Union side of one I.L.A. representative from each of these Ports.

Each Employer vacancy shall be filled by the Port with the vacancy, and each Union vacancy by the Southeastern Dock and Marine Council of the I.L.A.

18. The Joint Negotiating Committee upon written request of any Employer signatory to this Agreement or any Local covered by this Agreement shall determine whether new commodities or new types of packing present hazards or discomfort in handling which make it necessary to add such items to now existing penalty classifications. Such decisions shall be final and binding on all signatories to this Agreement, but where no majority decision is reached by the Committee, this shall constitute a denial of such addition.

19. It is understood and agreed that there will be no changes made in this Agreement except by mutual consent in writing and with full knowledge of all members of the Joint Negotiating Committee. All interpretations of this Agreement will be made in accordance with the provisions of Clause 15 thru 20.

20. The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment and that during the term of this Agreement the Employers will not be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this

Agreement. Anything not contained in this Agreement shall not be construed as being part of this Agreement.

21. Both parties agree to cooperate with all efforts to provide safe working conditions including such efforts of the United States Department of Labor and all other portwide Longshore Safety Councils and Company Safety Programs. Where neither such Councils nor such Company programs now exist, the parties shall cooperate in establishing one or the other, with meetings to take place at least quarterly. The requirements of the Occupational Safety and Health Administration shall be binding on both parties. All personnel reporting for work must be dressed so that additional hazard is not created and must wear Safety Shoes.

22. It is the intention and purpose of all parties hereto that no provision or part of this Agreement shall be violative of any Federal or State Law.

Effective October 1, 1977

WAREHOUSE AGREEMENT

Between the

JACKSONVILLE MARITIME ASSOCIATION, INC.

and the

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL NO. 1408-A

For the International Longshoremen's Association

Landon L. Williams, President, Local 1408-A

For the Jacksonville Maritime Association, Inc.

C. H. McCarthy, Jr., President

V. McDaniel, Jr., Labor Negotiator

Jacksonville Maritime Association represented the following employer members in signing this collective bargaining agreement:

Caldwell Shipping Company
Eller & Co.
Harrington & Co.
Jacksonville Bulk Terminals, Inc.
Kaufmann Shipping Co.
McGiffin & Co.
Port Carriers, Inc.
South Atlantic Terminals, Inc.
Southeastern Maritime Co.
Southern Carolina Stevedoring Corp.
Strachan Shipping Co.

CLERKS AND CHECKERS AGREEMENT

Between the

Jacksonville Maritime Association

and the

International Longshoremen's Association

LOCAL NO. 1593

1. This agreement was made and entered into on the 16th day of November, 1977, between the Jacksonville Maritime Association representing its member companies, hereinafter known as the party of the first part, and the South Atlantic and Gulf Coast District of the International Longshoremen's Association representing its subordinate Local No. 1593, hereinafter known as the Party of the second part.

2. This agreement shall be in effect until the date of termination of the current Longshore Labor Agreement covering work in accordance with job classifications in Clause 3 below at the Port of Jacksonville under control of the Party of the first part.

3. (A) (1) It is mutually agreed that if any adjustments are made in the basic hourly wage of longshoremen in accordance with the provisions of Clause 3 (A) of the Longshore Agreement, the same adjustments in cents per hour in basic hourly wage for all job classifications covered by this agreement shall be made effective at the same times as provided in the Longshore Agreement.

3. (A) (2) Wages per hour, according to job classification, in accord with the above clause, shall be as follows:

(a) Chief Shipside Clerk in charge (Head Checker), Timekeepers, Bookman/Cargo Spotters—Sunny Point Only:

Effective 6/1/77		Effective 10/1/77	
Straight	Overtime	Straight	Overtime
$ 9.40	$14.10	$ 9.90	$14.85

Effective 10/1/78		Effective 10/1/79	
Straight	Overtime	Straight	Overtime
$10.70	$16.05	$11.50	$17.25

(b) Receiving and Delivery Clerks:

Effective 6/1/77		Effective 10/1/77	
Straight	Overtime	Straight	Overtime
$ 9.10	$13.65	$ 9.10	$13.65

Effective 10/1/78		Effective 10/1/79	
Straight	Overtime	Straight	Overtime
$ 9.90	$14.85	$10.70	$16.05

(c) Weighers, Tallymen, Checkers and Samplers:

Effective 6/1/77		Effective 10/1/77	
Straight	Overtime	Straight	Overtime
$ 8.90	$13.35	$ 8.90	$13.35

Effective 10/1/78		Effective 10/1/79	
Straight	Overtime	Straight	Overtime
$ 9.70	$14.55	$10.50	$15.75

3. (B) (1) It is mutually agreed that during the life of this Agreement, the Employers will contribute into a fund for pension, welfare, vacation and holiday benefits the same amounts in cents per man-hour as the Employer for those purposes contribute in accordance with the provisions of Clause 3 (B) of the Agreement with Local No. 1408 and any changes in the amount of such man-hour Employer contributions for hours worked under this Agreement shall become effective on the same dates as the corresponding changes in Employer contributions for hours worked under the Agreement with Local No. 1408 become effective.

3. (B) (2) The eligibility requirements for benefits and the provisions under which these funds are to be

held and administered will be the same as are agreed to pursuant to the Agreement with Local 1408 and men covered by this Agreement shall participate in the benefits of the container royalty payments established under the Agreement with Local No. 1408.

3. (B) (3)

(a) This "Guaranteed Annual Income Plan" is established to assist those men who have steadily worked as Longshoremen, Clerks, or Checkers in the Ports of Morehead City, Wilmington, Southport, Georgetown, Charleston, Port Royal, Savannah, Brunswick, St. Mary's, Fernandina, Jacksonville, Tampa and Port Manatee, over the years, and who may in the future find their work opportunities reduced the point an income supplement is needed. It is not a plan for supplementary income to men already receiving adequate work, and in viewing its provisions the parties to the agreement ask all concerned to interpret its provisions only to the benefit of the men who are denied work opportunity through no fault of their own, and who remain ready and willing to work at all times.

(b) To implement the Plan there shall be established a Trust Agreement and a board of ten Trustees, five of which shall be appointed by each party, to serve until they resign or are replaced by the Party they represent. The Trustees shall have the authority to take all necessary action to implement and administer the Plan in all its details. The Parties signatory to this Agreement further agree to be bound by the terms and conditions of the Trust Agreement as amended or extended, and by the administrative regulations of the Trustees in connection with the establishment or administration of the Fund, the methods and times of

making payments to the Fund, and the means of accounting therefor. It is further agreed that the contributions, while to be collected and paid over by the Contracting Stevedore, are the sole responsibility of the party ordering the Contracting Stevedore to perform the work (private or governmental) and the Contracting Stevedore is obligated to obtain signed agreement from the Party ordering the work that he will be bound by this contract. Should the Party ordering the Contracting Stevedore to perform the work fail to pay the established contributions, and notwithstanding the provisions of Clause 15-A, the men shall not be required to work for the defaulting Party ordering work by any Contracting Stevedore until the debt is paid in full.

(c) It is the intent of the Plan to insure that all men who have been employed for 700 or more hours under the Longshore or the Clerks and Checkers Agreement in 1975-76 shall be assured of an income of 1250 hours times the straight-time pay rate in the labor contract years 1977-78, 1978-79, 1979-80, and where supplementary pay is required W.V.P. assessments shall also be paid to these funds. When a man 65 or older becomes eligible for a pension he must decide within 6 months to either retire and receive a lump-sum settlement from the G.A.I. fund of $1,250,000 or to continue work with no further G.A.I. coverage. Should he subsequently wish to retire under the pension plan he could do so but would not receive the lump-sum settlement. The Trustees shall establish procedures for crediting hours to men who fail to qualify due to losing hours during the above periods because of injury at work, illness qualifying for benefits under the Wel-

fare Plan, service as Union Officials, or Military Service, if previously employed under the agreements. To finance the Plan the Parties ordering the Contracting Stevedore to work cargo vessels shall contribute, commencing 6-1-72, to the Fund, a tonnage assessment which the Trustees establish on their best estimate of the amount required for the year as related to the anticipated volume of cargo to be handled in these ports. This assessment will be identical in the amount at each port.

This assessment, when paid, is the total liability of the Parties. The assessment shall be recalculated by the Trustees as required, but any change in assessments shall not be retroactive.

For all time lost by persons included under the G.A.I. Plan, due to failure to work because of an I.L.A. strike and/or work stoppage or work stoppage resulting from strike or picketing activities of other persons or organizations not a party to this Agreement, the equivalent daily guaranty per work day 8:00 A.M.-5:00 P.M.—Monday through Friday will be deducted, per each individual so involved, from any G.A.I. Plan guaranteed hours which are due or may become due.

There shall be no hours guaranteed to any individual, qualified and registered under the G.A.I. Plan, from the time that a port becomes inoperable until operation resumes, in the event that work cannot be offered nor performed because of War, Natural Disasters such as hurricanes, earthquakes, etc., or disasters such as the "Texas City" disaster or ship disasters in stream which would render a port inoperable.

(d) Each port in the South Atlantic shall institute and maintain joint Union-Management hiring

procedures, subject to the approval of the District Trustees, including arrangement for the dispatching of men and gangs in such fashion as to assure a minimum liability to the Fund. The expenses of such personnel are to be borne by the Fund. Personnel entitled to G.A.I. will receive preference in hiring over non-G.A.I.-covered personnel.

(e) The effective date for commencing the necessary hiring procedures and providing for possible supplemental benefits shall be October 1, 1972. Payments of supplemental wages and W.P.V. assessments shall be made on a monthly basis. Payment of the first 25 hours per month is to be withheld until 125 hours have been accumulated in reserve to insure minimum unnecessary advance payments. This reserve shall be accounted for to the employee in the final month of the contract year. Over-payments to employees may be deducted as necessary from the employee's future salary.

(f) In establishing procedures at each port the following provisions shall be included, with details to be determined by Trustees:

(A) Employees shall be subject to multiple debiting in event of any of the following:

(1) Failure to be available and accept work for 8:00 A.M. or 1:00 P.M. starts on weekdays when any non-G.A.I.-covered personnel are employed.

(2) Failure to report to work after accepting employment.

(3) Leaving a job (unless injured).

(4) Failure to return after a break, such as a meal hour, when so ordered.

(B) Personnel shall lose all status and rights to a Guaranteed Annual Income under the following conditions:

(1) If they take steady employment requiring their presence between 8:00 A.M. and 5:00 P.M. any day of the week Monday through Friday.

(2) If they fraudulently qualify for or claim supplemental wages by such means as having other personnel check them in, check others in, etc.

(3) When a man accumulates any combination of 3 multiple debits he becomes ineligible for G.A.I. benefits for the 12 calendar months next following the date the third debit is applied.

(g) Should any provision of the "Guarteed Annual Income Plan" be in violation of Federal or State Law, should the Internal Revenue Service rule that assessments do not constitute a deductible business expense, the Plan shall be modified to enable the Plan to be in accord with existing laws.

3. (B) (4) In the event the ILA shall consider supplying labor to an Employer not a party to this Agreement at conditions which would depart from the provisions of this contract, the ILA shall first give advance notice of such intent to the Employers parties to this Agreement. Further, that such conditions for the particular work to be performed for an Employer not bound by the provisions of this Agreement shall also be made applicable to the Employer parties to this Agreement for the same type of work. The Employer likewise agrees

to give the ILA advance notice of any potential new business proposed to them which would or could result in a departure from this Agreement.

4. (A) The basic working day shall consist of 8 hours and the basic working week shall consist of 40 hours. Men shall work any night in the week, or on Saturdays, Sundays or holidays when required (except as provided in Clause 7 for work on New Year's Day, Independence Day, Labor Day and Christmas day). Except for holidays specified in Clause 7, straight-time rate shall be paid for any work performed from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M., Monday through Friday, inclusive. Work at all other times, including specified holidays, will be paid for at overtime rates, except as provided in Clause 7 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in Clause 11 for work during meal hours.

4. (B) The work week will begin at 8:00 A.M. on Monday and will end at 8:00 A.M. on the following Monday. A Day is defined as the 24-hour period commencing at 12:01 A.M. and ending at 12:00 midnight.

5. (A) Differentials in accordance with Clause 5 (A) of Agreement with Local 1408, and the same rates shall be paid weighers, samplers, tallymen and checkers by this Agreement.

5. (B) (1) A differential of 20 cents per hour in straight time and 30 cents per hour in overtime will be added to the rates specified in Clause 3(A) for work performed in refrigerator compartments, refrigerator holds, refrigerator containers, refrigerator trucks or refrigerator cars whenever cargo is being handled that has been or will be carried at temperatures below 32 degrees Fahrenheit. When handling refrigerated cargo in conjunction with ice, the same differential will apply while handling such cargo and while handling the ice. These differentials will be paid to men assigned to checking the the hatch involved.

5. (B) (2) Men ordered for work on refrigerated cargo will be notified in advance in order that they may secure sufficient clothing. In the event men are not so notified prior to reporting for work that they will be handling cargo that has been or will be carried below 32 degrees Fahrenheit, they shall not be required to handle such cargo.

5. (C) (1) All personnel assigned to ships loading or discharging explosives or ammonium nitrate of a type requiring a U.S. Coast Guard Permit handled over or at explosive facilities, will be paid double the straight-time or overtime rate whichever is applicable) as specified in Clause 3(A). Small arms ammunition and firecrackers shall not be construed as explosives.

5. (C) (2) When men at other than explosive facilities such as Sunny Point or St. Mary's are working a vessel which contains explosives other than commodities such as small-arms ammunition or firecrackers, all men, including dockmen, working the vessel will be paid at double the straight-time or overtime rate (whichever is applicable) as specified in Clause 3(A).

5. (D) A differential of 50 cents per hour in straight time and 75 cents per hour in overtime will be added to the rates specified in Clause 3(A) for men actually working in the holds where equipment powered with internal combustion engines is in use. The provisions of this clause are waived when adequate blowers are in use. Adequate blowers shall meet the requirements of Paragraph 1504.93 of the Federal Safety and Health Regulations for Longshoring.

5. (E) None of the differentials provided above shall be paid unless the men are so employed for fifteen minutes or more of continuous work.

6. Men assigned to hatch handling cargo damaged by fire, water or oil where such damage causes unusual distress or obnoxious conditions, or where such damage

results in cargo being in unnatural form to the extent of causing unusual distress or obnoxious conditions shall be paid double the straight time or overtime rates specified in Clause 3(A).

Men assigned to hatches handling cargo where obnoxious odors are present and these obnoxious odors are not inrerent in the type of cargo shall be paid double the straight time or overtime rates specified in Clause 3(A).

Damaged cargo rates shall not be paid when sound cargo is handled from such compartments where the obnoxious conditions no longer prevail.

Damaged cargo rates shall not be paid for wet cargo if the cargo has dried out sufficiently so that no unusual distress is caused and no obnoxious conditions prevail.

7. (A) Holidays in accordance with those listed in Clause 7 of Agreement with Local No. 1408 will be observed.

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 A.M. on the days following these holidays; nor after 3:00 P.M. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 P.M. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve men working will be guaranteed six hours overtime pay unless they actually work after 3:00 P.M. to complete a vessel in which case they will be paid 8 hours overtime.

7. (B) When vessels are worked because of fire or where property is in danger on any of the four "no work" holidays, double the straight time rates as specified in Clause 3(A) will be paid. Where such work is under the conditions specified in Clause 6, double the overtime rates as specified in Clause 3(A) will be paid.

7. (C) On election day men must be released no later than 3:00 P.M. unless they start at 1:00 P.M. so they will have adequate time to vote.

8. (A) Regular starting times shall be 8:00 A.M., 1:00 P.M. and 7:00 P.M. On vessels which will be worked around the clock, men may be ordered for a 7:00 A.M. start on the second and subsequent days.

8. (B) All men for 7:00 A.M. through 1:00 P.M. starts must be ordered by 5:00 P.M. the previous day. Men for 7:00 P.M. starts must be ordered by 1:00 P.M. the same day. In the event weather or mechanical failure after 7:00 P.M. makes it impossible for night men to finish a ship scheduled to complete before 8:00 A.M., the night men may be released and ordered back from shipside for a subsequent daytime start for work on that ship only. Men ordered for 7:00 A.M. through 8:00 A.M. starts may be cancelled or modified by 5:00 P.M. the previous day. Men ordered for 1:00 P.M. starts may be cancelled or modified no later than 7:00 A.M. Men ordered for 7:00 P.M. starts may be cancelled no later than 4:00 P.M.

8. (C) (1) Men ordered to work shall be paid 8 hours at straight time or overtime rates, whichever is applicable as specified in Clause 3(A) provided they report and remain subject to call of the Employer during that time.

8. (C) (2) Men ordered for 7:00 A.M. starts shall be paid one hour overtime from 7:00 A.M. and the minimum shall be computed from 8:00 A.M. The minimum shall be computed from 8:00 A.M. for other daytime starts and from 7:00 P.M. for night starts.

8. (C) (3) When men are working during the daytime and report back after supper, they will receive no less than four hours pay for work after 7:00 P.M. When men are working during the evening and report back after midnight lunch, they shall receive no less than four

hours pay for work after midnight. When men report back after the breakfast hour, they shall receive no less than four hours pay for work after breakfast.

8. (D) The phrase "men ordered" as used herein is understood to apply only to new orders. It is not considered a new order when employment is interrupted solely due to meal period, the Savannah payday period, or when men are shifted between job classification or job locations by an employer. In the event men are not kept on the payroll but are released by an Employer and ordered back for a subsequent starting time it is considered a new order. For starts at 7:00 P.M. for which employers order new gangs of longshoremen, or for which replacement gangs are ordered, they shall also order the required clerks and checkers as a new order and guarantee.

8. (E) Any work remaininng to be done at 7:00 A.M. after men have worked through the night from 7:00 P.M. the previous evening shall normally be done by fresh men called out to start work at 7:00 A.M. as replacements for the night men. However, the night men shall continue to work beyond 7:00 A.M. whenever.

(a) Qualified fresh men are not available, or

(b) The work remaining to be done at 7:00 A.M. is less than two hours, or

(c) In the event rain or mechanical failure during the night prevents a vessel that would have completed with the night personnel from finishing, the Union agrees to furnish emergency personnel if the Employer places the order at or before 7:00 A.M.

9. Port Limits, for the purpose of this contract, are defined as the boundaries of limits extending from the St. Johns River jetties along both banks of the river to the Shands Bridge crossing at Green Cove Springs and shall include all areas within the boundary limits of Duval County, Florida.

10. Men shall be paid on a 30-minute basis and when they work five minutes or more of any 30-minute period, they shall be paid for the full 30 minutes.

11. (A) (1) The following hours are to be observed:

Breakfast	6:00 A.M. to 7:00 A.M.
Mid-Day Dinner	12:00 Noon to 1:00 P.M.
Supper	6:00 P.M. to 7:00 P.M.
Midnight Lunch	12:00 Midnight to 1:00 A.M.

11. (A) (2) On vessels working nothing but bulk cargo when night men are not to work beyond 7:00 A.M., or when day men are not to work beyond 7:00 P.M., the Breakfast or Supper hour will not apply.

11. (B) All meal hours when worked shall be paid for at double the overtime rates specified in Clause 3(A) except for the Mid-day Dinner hours on Monday through Fridays, holidays excepted; and for such Mid-day Dinner hours double the straight-time rates specified in Clause 3(A) shall be paid. Meal-hour pay is to be continued until men are released or meal hour is given.

11. (C) Employers will make arrangements to furnish drinking water in a sanitary manner to the men on the ship and on the dock. Ice water and sanitary cups will be supplied by the Employers.

11. (D) When personnel are to work after 7:00 P.M. they must be notified by 3:00 P.M., and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 3:00 P.M. delaying the finish and the men do not wish to remain after 7:00 P.M., the Union must dispatch replacement personnel for 7:00 P.M. if notified prior to 6:00 P.M.

12. (A) Payroll practices shall continue as per past procedures unless changed by mutual agreement of both parties.

12. (B) (1) Commencing October 1, 1968, the Employer agrees to deduct from the wages of the Employees

working under this Agreement National and District Union fees for each hour paid and local Union fees; provided, however, that there be first presented to the Employer an authorization in the form set forth below:

CHECK-OFF AUTHORIZATION

To: Employers of Jacksonville Maritime Association and any other Employer with I.L.A. Contracts.

I hereby assign to the International Longshoremen's Association, AFL-CIO and hereby direct my Employer to deduct from the wages received by me by reason of my employment under the collective bargaining agreements with the ILA and its subordinate Local No. 1593 as Service Fees the sum of 1 per cent per straight time base rate hour National and District Service fees for each hour paid to me and 5 per cent of my gross pay as local service fees, and to pay this sum directly to the ILA and the Local. This assignment shall remain in effect during the term of the present collective bargaining agreement unless revoked by written notice to the Employer, which notice is effective as to work performed for such Employer after receipt of said notice.

_____	_____
Date	Signature
_____	_____
Social Security Number	Witness

12. (B) (2) The Employer agrees to make monthly remittances of the amounts deducted from Employee's wages no later than the third Wednesday of each month for the preceding month, with that portion representing the National and District Union fees to be sent to International ILA Headquarters in New York and the balance of the Unions fees sent to the office of Local No. 1593.

Should an Employee revoke the authorization, the Employer further agrees to immediately notify Local No. 1593. Reasonable administrative expense of the Check-off may be borne by the ILA and the amount deducted from the remittance.

12. (B) (3) Local No. 1593 and the ILA agrees to defend, indemnify and save the Employers harmless against and from all claims, demands, suits or other forms of liability that arise out of or by reason of action taken or not taken by the Employer in reliance upon or compliance with any provision of this Clause No. 12.

13. (A) (1) The work covered by this Agreement is understood to include the tallying, clerking, checking, weighing, booking (cargo spotting at Sunny Point only), sampling of cargo, assorting of cargo discharged from a vessel, stripping and stuffing of Containers, checking Containers and Barges when being loaded or discharged from the vessel; handled at the time of or in connection with performing Longshore work as defined in Clause 13 of the current Longshore Labor Agreement. It shall also include time-keeping duties except when men employed as supervisory employees are engaged in time-keeping duties along with supervisory duties, directions of clerks and checkers by the Chief Clerk as directed by management, clerking on passenger ships, and field clerks on automated container vessels.

13. (A) (2) CONTAINER AGREEMENT

J.M.A. and the Carriers recognize the existing work jurisdiction of ILA employees covered by their agreements with the ILA over all container work which historically has been performed by longshoremen and all other ILA crafts at container waterfront facilities. Carriers, direct employers and their agents covered by such agreements agree to employ employees covered by their agreements to perform such work which includes but is not limited to:

(a) the loading and discharging of containers on and off ships

(b) the receipt of cargo

(c) the delivery of cargo

(d) the loading and discharging of cargo into and out of containers

(e) the maintenance and repair of containers

(f) the inspection of containers at waterfront facilities (TIR men).

J.M.A., the Carriers, the direct employers and their agents shall not contract out any work covered by this agreement. Any violations of this provision shall be considered a breach of this agreement.

J.M.A. and the Carriers agree that the payment of container royalties as provided in their agreement is of of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then J.M.A. and the Carriers shall provide, by some other form of assessment, for payment of equivalent amounts to be used for the the same purpose as said contained royalties are presently used.

J.M.A., the Carriers and ILA agree that the legal fight in defense of the Rules on Containers shall continue with full vigor. It is fully understood that nothing contained in any agreement shall be construed in any way as any waiver by the ILA of its position that the Rules on Containers are valid work preservation rules. Pending such legal appeals, the Rules in said contracts shall be enforced to the extent permitted by law. If the present joint appeals on the Rules on Containers are successful and the Rules are held to be valid when the Rules shall be enforced in all ports covered by this Agreement.

RULES

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other crafts which was performed at deep-sea waterfront facilities by labor covered under the terms and conditions of the Deep-Sea-ILA Agreements. These rules do not have any effect on work which historically was not performed at a waterfront facility by such labor. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied uniformly in the Port of Jacksonville to all import or export cargo in containers:

(a) Loading a Container—Means the act of placing cargo into a container.

(b) Discharging a Container—Means the act of removing cargo from a container.

(c) Loading Containers on a vessel—Means the act of placing containers aboard a vessel.

(d) Discharging Containers from a vessel—Means the act of removing containers from a vessel.

(e) Waterfront facility—Means a pier or dock where vessels are normally worked including a container compound operated by a carrier or direct employer.

(f) Qualified Shipper—Means the manufacturer or seller having a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the export cargo being transported and who is named in the dock/cargo receipt.

(g) Qualified Consignee—Means the purchaser or one who otherwise has a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the import cargo

being transported and who is named in the delivery order.

(h) Consolidated Container Load—Means a container load of cargo where such cargo belongs to more than one shipper on export cargo or one consignee on import cargo.

RULE 1—CONTAINERS TO BE LOADED OR DISCHARGED BY DEEP-SEA LABOR

(a) Cargo in containers referred to below shall be loaded into or discharged out of containers only at a waterfront facility by deep-sea labor under the terms and conditions of this agreement.

(1) Containers owned, leased or used by carriers (including containers on wheels and trailers), hereinafter "containers", which contain consolidated container loads, which come from or go to any point within a geographic area of any South Atlantic port described by a 50 mile circle with its radius extending out from the center of each port, (hereinafter "geographic area") or

(2) Containers which come from a single shipper which is not the manufacturer ("manufacturer's label") into which the cargo has been loaded (consolidated) by other than its own employees and such containers come from any point within the "geographic area", or

(3) Containers designated for a single consignee from which the cargo is discharged (deconsolidated) by other than its own employees within the "geographic area" and which is not warehoused in accordance with Rule 2(B).

(b) Such labor shall be paid and employed at deepsea longshore rates under the terms and conditions of the

deepsea labor agreement in the port of Jacksonville including the provisions for all fringe benefits and any and all other benefits receivable by deepsea workers in each such Port. No cargo shall be loaded into a container at the waterfront facility by deepsea labor more than once.

(c) All export consolidated cargo, described in 1(a)(1) and (2) above, shall be received at the waterfront facility by deep-sea labor and such cargo shall be loaded into a container at the waterfront facility for loading aboard ship.

(d) All import consolidated cargo, described in 1(a)(1) and (3) above, shall be discharged from the container and the cargo placed on the waterfront facility where it will be delivered and picked up by each consignees.

(e) No carrier or direct employer shall supply its containers to any consolidator or deconsolidator. No carrier or direct employer shall operate a facility in violation of the Rules on Containers which specifically require that all Rule 1 containers be loaded or discharged at a waterfront facility.

RULE 2—CONTAINERS NOT TO BE LOADED OR DISCHARGED BY DEEP-SEA LABOR

Cargo in containers referred to below shall not be loaded or discharged by deep-sea labor employed under the terms and conditions of this agreement:

(A) Export Cargo

(1) All cargo loaded in containers outside the "geographic area".

(2) Containers loaded with cargo at a qualified shipper's facility with its own employees.

(3) Containers loaded with the cargo of a single manufacturer (manufacturer's label) at its facilities with its own employees.

(4) Consolidated container loads of mail, household effects of a person who is relocating his place of residence, with no other type of cargo in the container, or personal effects of military personnel.

(5) There shall be no general warehouse exception applicable to export cargo.

(B) Import Cargo

(1) All cargo discharged from containers outside the "geographic area".

(2) Containers discharged at a qualified consignee's facility by its own employees.

(3) Consolidated container loads of mail, household effects of a person who is relocating his place of business with no other type of cargo in the container, or personal effects of military personnel.

(4) Containers of a qualified consignee discharged at a bona fide public warehouse within the "geographic area" which comply with all of the following conditions:

1. The container cargo is warehoused at a bona fide public warehouse.

2. The qualified consignee pays the normal labor charges in and out; and the normal warehouse storage fees for a minimum period of thirty or more days; and stores the cargo for a minimum period of 30 days; and

3. The cargo is being warehoused (a) in the normal course of the business of the qualified consignee; (b) title to such goods has not been transferred from the qualified consignee to another.

The carrier on request will furnish all documentation and other information which permits the Container Committee in the port to determine whether conditions 1, 2, and 3 have been met.

This exception shall not apply where cargo is warehoused for the purpose of avoidance of evasion of Rule 1. It is limited to containers warehoused as provided in the above conditions and any warehouse which does not conform to such conditions shall be deemed a consolidator or deconsolidator.

RULE 3—BATCHING

When an employer-member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to a consignee (or after being received from a shipper and while waiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the labor employed under this agreement, such use is deemed to be batching and an evasion of these Rules in violation of the Jacksonville Maritime Association-ILA Contract.

RULE 4—HEADLOAD

Where a single qualified shipper sends an export container which contains all of his own cargo to a waterfront facility and such container is not full, the carrier or direct employer may load this container with additional cargo at the waterfront facility. On import cargo, the carrier or direct employer may discharge any such additional cargo and send the remaining cargo in the container to the qualified consignee. The loading or discharging of cargo at the Port of Jacksonville shall be performed at a waterfront facility by deep-sea labor employed under the terms and conditions of this agreement.

RULE 5—OVERLAND MOVEMENT OF CONTAINERS FROM THE PORT OF JACKSONVILLE TO ANOTHER PORT

If a carrier moves containers from the Port of Jacksonville to another port for the purpose of evading the Rules on Containers, the carrier is in violation of this Agreement. If the cargo is being moved to another port in the normal course of business, and not for the purpose of evasion, then such movement is not a violation.

RULE 6—IMPORTERS ADVERTISING EVASION OF RULES

The circulation, in writing, by importers, of methods developed by them to evade the Rules on Containers by issuing single bills of lading on what are in fact consolidated container loads shall be deemed a violation and all Container Committees shall be advised to stop such evasion at the waterfront facilities.

RULE 7—NO AVOIDANCE OR EVASION

The above rules are intended to be fairly and reasonably applied by the parties. To obtain non-discriminatory and fair implementation of the above, the following principles shall apply:

(a) Geographic Area—Agreement in the Port to the geographic area as provided in Rule 1 is based on present consolidated movement patterns in the port. Should any person, firm or corporation for the purpose of evading the provisions of the Rules on Containers, seek to change such patterns by shifting its operations to, or commencing new operations at, a point outside said agreed-upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of the Rules on Containers, then said point shall

be deemed to be within the said geographic area for the purpose of these rules.

(b) Containers Owned, Leased or Used—Containers owned, leased or used by companies which are affiliated either directly or through a holding company with a carrier or a direct employer shall be deemed to be containers owned, leased or used by a carrier or direct employer. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the carrier or direct employer, its parent, or stockholders of either of them.

(c) Liquidated Damages—Failure to load or discharge a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 1 and Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been loaded or discharged under the Rules, then the carrier or its agent or direct employer shall pay, to the joint Container Royalty Fund, liquidated damages of $1,000 per container which should have been loaded or discharged. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committe provided in Rule 9(a) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

(d) Any facility operated in violation of the Container Rules will not have service supplied to it by any direct employer and the ILA will not supply labor to such facility.

RULE 8—

If any article, section, paragraph, clause or phrase of this Agreement shall, by any state, Federal or other

law, or by any decision of any Court or Administrative Agency, be declared or held illegal, void or unenforceable, the entire Agreement shall terminate upon sixty (60) days written notice to the other party hereto and the parties agree to enter into negotiations in an attempt to renegotiate that provision of the Agreement which was nullified. If no agreement is reached within the sixty (60) day notice period, the ILA shall have the right to strike and J.M.A. shall have the right to refuse to hire employees under this Agreement. The negotiations referred to above shall, under no condition, be subject to the grievance or arbitration provisions of the agreement, or of any Local Agreement.

RULE 9—ENFORCEMENT OF THE RULES ON CONTAINERS

To assure effective, fair and non-discriminatory enforcement of the above Rules, the following regulations shall apply:

(a) A Committee represented equally by management and union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these Rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by Rule 8 hereof. A joint committee known as the South Atlantic District Container Committee, represented equally by management and labor and made up in accordance with Clause 15(C) shall meet at least quarterly each year for the purpose of insuring uniformity in the interpretation of these rules.

(b) A committee of carriers, together with this South Atlantic District Container Committee, will develop uniform documentation which shall be required to be prepared and maintained by all

carriers in order to readily identify all Rule 1 containers which are subject to loading or discharging by deep-sea labor. It shall be the obligation of employer-members to clearly mark container's documentation as to whether or not it is a Rule 1 container, which shall be loaded or discharged. If a container's documentation is not clearly marked, it shall be deemed a Rule 1 container and it shall be loaded or discharged by deep-sea labor at the waterfront facility. With respect to all containers received at or delivered from the waterfront facility, a record of same shall be made by Checkers or Clerks. All carriers will distribute to all other carriers any and all information and devices which are being used by any person to circumvent the rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate Container Committee and to the policing agency provided in (e) below in its port.

(c) Every import container destined to a point within 50 miles of a South Atlantic Port shall be delivered only on a delivery order. Every export container coming from a point within 50 miles of a South Atlantic Port shall be received only on a dock/cargo receipt. Such delivery orders and dock/cargo receipts shall certify the place of delivery and origin of the container, the name or names of the person to whom the cargo is being delivered and from which it is shipped, the identity of the owner of the cargo, weight of the cargo, identity of the cargo and the origin and final destination of the container. Copies of such delivery orders and dock/cargo receipts shall be available to the local port Container Committee and the policing agency provided for in (e) below.

(d) The Container Committee in each Port shall promulgate to all carriers and direct employers, and to the Container Committee in each Port, any and all interpretations of the Rules on Containers as and when they are made. This will include uniform interpretations as and when they are issued. The District Container Committee shall also promulgate uniform interpretations to local port Container Committees, as and when they are issued.

(e) Policing Agent—Each Port shall establish a method of policing and enforcing these Rules on a uniform and non-discriminatory basis. No such method shall be implemented until presented to and approved by the District Container Committee.

(f) Council of Container Carriers—There shall be organized promptly a Council of Container Carriers composed of representatives of major container carriers who, with the Employer Negotiating Committee shall meet with the ILA at all regular and special meetings of the South Atlantic District Container Committee, and who shall participate in the discussion and resolution of problems and interpretations of the Container Rules discussed at the said meetings.

(g) Powers of the South Atlantic District Container Committee—In order to permit the fair and non-discriminatory application of the Rules and to encourage the movement of cargo in all South Atlantic ports, the South Atlantic Container Committee is hereby empowered to make such amendments or modifications to these Rules as may be necessary to the equitable application of the principles of these Rules to particular cases. The South Atlantic District Container Committee shall be guided by the rules, resolutions and interpretations of the

CONASA-ILA Container Committee when considering similar problems in the South Atlantic District.

RULE 10—CONTAINER ROYALTY PAYMENTS

The Container Royalty Payments required by the collective bargaining agreements shall be payable only once in the Continental United States. They shall be paid in that Port where the container is first handled by longshore labor at longshore rates. The second container royalty payment (provided by paragraph 3(B)(1) of this agreement shall be continued and shall be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined in accordance with that paragraph. Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ("foreign sea-to-foreign-sea containers") are exempt from the payment of container royalties. Container royalty payments shall be assessed against all containers moving across the continental United States by rail or truck under the foreign-foreign "LAND BRIDGE" system. The said royalty payments shall become due for all such containers moving through South Atlantic ports on and after July 1, 1975.

RULE 11

With regard to the container royalties detailed in 3(B)(1) of the Longshore Agreement the following form is to be filled out by all companies. Payment is to be made only when all of the following conditions are applicable:

(a) On the contents of containers 19 feet or larger loaded to or unloaded from vessels engaged in deep-sea offshore trade.

(b) For containers stuffed or stripped by employees not covered by the Longshore Agreement.

(c) On gross tons of 2240 pounds weight, applied only to the contents of each container.

(d) On containers at first port of loading outbound or at last port of discharge inbound. Royalties are not payable on containers shifted or transshipped at intermediate ports.

THIS FORM TO BE FILLED OUT BY ALL EMPLOYERS OF LONGSHOREMEN. PAYMENT MUST BE MADE ONLY WHEN ALL OF THE FOLLOWING CONDITIONS ARE APPLICABLE:

(a) On the contents of containers nineteen (19) feet or larger loaded to or unloaded from vessels engaged in deep-sea offshore trade.

(b) For containers stuffed or stripped by Employees not covered by the Longshore Agreement.

(c) On gross tons of 2240 lbs. weight, applied only to the contents of each container.

(d) On containers at first port of loading outbound or at last port of discharge inbound. Royalties are not payable on containers shifted or transshipped at intermediate ports.

IF NO CONTAINERS ARE HANDLED THAT FALL WITHIN THIS CATEGORY OR IF CONTAINERS HANDLED ARE EMPTY, EACH EMPLOYER MUST SUBMIT A COPY OF THIS REPORT EACH MONTH, SHOWING "NONE" IN THE APPROPRIATE COLUMN.

PAYMENT CONTAINER ROYALTY

Company _____ Date of Filing _____

_____ For the Month of _____, 19____

_____ Wharf _____

No. of Containers	Gross Tons (2240 lbs.) Contained Therein		Amount
_____	_____	_____	_____
		at 35c per ton (Conv. ships)	_____
_____	_____	at 70c per ton (Partially automated ships, as defined in longshore contract)	_____
_____	_____	at $1.00 per ton (Fully automated ships, as defined in longshore contract)	_____
_____	_____	TOTAL	_____

ENCLOSED

Check No. _____ Dated _____ On The _____
(Bank)

(Mail check payable to) _____
(Signature)

_____
(Title)

RULE 12—EXECUTION OF AGREEMENT

All carriers utilizing labor employed under the term and conditions of the South Atlantic Deep Sea, ILA agreements shall be bound by the rules on containers contained in the agreements and the ILA shall not be required to supply labor to carriers failing to execute such agreement.

13. (A) (3) LASH AGREEMENT

This agreement made and entered into by and between the carrier and direct employer members of the J.M.A. and the International Longshoremen's Association, AFL-CIO ("ILA"), its Atlantic Coast District ("ACD") and its affiliated local unions in Jacksonville covers all LASH work at a waterfront facility which includes but is not limited to the receiving and delivery of cargo, the loading and discharging of said cargo into and out of barges, the maintenance of barges at a waterfront facility, except where shipyard maintenance is required and the loading and discharging of barges on and off LASH and SEABEE ships.

JMA and the Carriers agree that they will not directly perform work done on a waterfront facility or contract out such work which historically and regularly has been and currently is performed by employees covered by JMA-ILA Agreements, unless such work on such waterfront facility is performed by employees covered by JMA-ILA Agreements. The word "agreement" as hereafter used, shall refer to all JMA-ILA agreements.

J.M.A., the Carriers and I.L.A. agree that the following terms and conditions shall be applicable in all Jacksonville ports as follows:

(a) All LASH and SEABEE ships shall be loaded and unloaded exclusively by longshore labor, checked by deepsea checkers, maintained by the cooper,

carpenter and maintenance locals, all of whom are employed under the terms of this agreement at a waterfront facility (meaning a pier or dock, marshalling area, roadstead or other facility or location where LASH vessels are normally and usually loaded and discharged). All barges shall be loaded and unloaded by longshore labor, employed under terms of this agreement. The employer shall use the gang system in the loading and unloading of the barges.

(b) The gang shall consist of the following men when working:

STEEL AND OTHER HEAVY CARGO
11 deep-sea longshoremen plus a deep-sea checker and a foreman

GENERAL CARGO
14 deep-sea longshoremen plus a deep-sea checker and a foreman

(c) The gang shall work at a unit, a gang shall work only one lighter at a time, the gang cannot be broken up so it can work two or more lighters at one time. The gang shall move from lighter to lighter as a gang unit.

(d) The employer shall employ two gangs consisting of 18-men each plus any additional machine operators which are needed in the loading and unloading of the LASH and SEABEE ship.

(e) LASH and SEABEE barges may be loaded or discharged with non-ILA labor only at plants where the stevedoring function has not been performed in the past by longshore labor. Such plant must be one where only one type of various commodities are loaded and discharged, where the plant is operated by a single manufacturer or

processor and where longshore labor may not be used at the waterfront facilities of such plant because of labor agreements with other labor unions. LASH and SEABEE barges loaded or discharged at military facilities shall be subject to the same rules as are applicable to containers loaded or discharged at such facilities. The ILA shall be given a list of LASH and SEABEE barges so worked monthly and a royalty of $2.00 per gross ton of cargo shall be paid in the port where such LASH and SEABEE barge is loaded on or discharged from the LASH and SEABEE vessel. No royalty shall be paid on barge loads of bulk cargoes such as grain, fertilizers, chemicals, scrap metals, waste materials, or other cargoes not subject to load or count. $1.00 of said royalty payment shall be used exclusively for supplemental cash payments to employees covered by the J.M.A.-I.L.A. Agreement, and for no other purpose. The second dollar of LASH Royalty shall be used for fringe benefit purposes only, other than supplemental cash benefits, which are to be determined by the local Trustees. J.M.A. and the Carriers agree that the payment of LASH royalties as provided in their agreements is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then J.M.A. and the Carriers shall provide, by some other form of assessment for the payment of equivalent amounts to be used for the same purposes as said LASH royalty is presently used.

(f) All consolidated barge loads will be loaded or discharged at the pier by employees employed under this agreement out of the barge in which the cargo arrived at the pier. All consolidated cargo for

barges shall be received and delivered at the piers by deep-sea labor.

13. (B) It is understood and agreed that the Employer has the right to use in job classifications A and B in Clause 3(A) salaried shipside clerks, salaried timekeepers, salaried Receiving Clerks and salaried Delivery Clerks provided any such men at the time are regular, full-time employees of one Employer and are employed primarily to perform one or more of these jobs. Each Employer party to this Agreement hereby agrees that during the life of this Agreement he will not use in the future more salaried men in job classification A and B than he is presently using, and that when any present employees in these classifications leave his employ, they will not be replaced except by personnel employed under the terms and conditions of this agreement.

13. (C) Each Employer reserves the right to choose his employees by name from among the men available and qualified. Without in any way restricting this right, each Employer agrees to divide his work as fairly as possible among the men whom he considers qualified and who work regularly for him.

13. (D) There shall be no interference with Employer's right to designate the number of men, if any, to be employed, nor the Employer's right to shift men from hatch to hatch, ship to ship, dock to ship or ship to dock. A Chief Clerk must be employed whenever two or more Clerks or Checkers are working a ship. An hourly Timekeeper must be employed under the terms and conditions of this Agreement and the pay scale designated in Clause 3 (A) (2) on fully automated container ships, and when using more than one gang on break bulk general cargo ships, lash ships and lash barges containing break bulk cargo, and one clerk shall be employed on passenger ships and utilized as needed, provided his pay is in accordance with paragraph 3 (A) (2) and is based on the highest

skill performed. A checker is to be assigned to each gang handling miscellaneous general cargo, woodpulp, discharging lumber or discharging automobiles from conventional vessels, and to each gang loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals. Two checkers are to be used when discharging autos from Roll-on/Roll-off vessels. On other than miscellaneous general cargo, each employer will continue to use the number of checkers he formerly customarily used. The Employer also reserves the right to hire and discharge. It is recognized that the Employer has the right to utilize men in the combination of job classifications for which they are qualified, providing that they receive the pay rate of the highest job classification in which they are employed during their work shift.

13. (E) Neither party shall uphold incompetency, the use of narcotics and/or drugs other than those under prescription, shirking of work, insubordination, intoxication at work, the use of abusive language, pilfering or broaching of cargo, or the possession of firearms on the premises by other than security personnel. Personnel guilty of these offenses shall be dealt with as the circumstances require, and in the event a man is convicted of theft, he shall be denied any further employment in the industry. It is also understood and agreed that continued inaccuracy in his work or failure to report, after accepting orders, is sufficient ground for Employer's refusal to hire any man.

13. (F) The Management of the Employer's business and the direction of the work forces in the operation of its business are exclusively vested in the Employer as functions of management. Except as specifically provided in this Agreement, all of the rights, powers, and authority Employer had prior to signing of this Agreement are retained by Employer.

14. Seniority rules shall be decided and enforced on a local basis.

15. (A) During the term of this Agreement, the Employer agrees that there shall be no lockouts of the members of the Union, and Union agrees that there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interruption or stoppage, total or partial, of the Employer's operation for any cause whatsoever; such causes including but not limited to unfair labor practices by the Employer or violations of this Agreement. The right of employees not to cross a bona fide picket line is recognized by the Employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to by the Union.

15. (B) Matters under dispute which cannot be promptly settled between the Local and an individual Employer shall, no later than forty-eight hours after such discussions, be referred in writing covering the entire grievance to a Port Grievance Committee composed of one member from a company not involved in the dispute, the Port Employer member of the Joint Negotiating Committee, the Port Union member of the Joint Negotiating Committee, and a Union member not involved in the previous attempts to settle the dispute. In the event this Port Grievance Committee cannot reach agreement within five (5) days after receipt of the complaint, the written record of the dispute shall be referred to the Joint Negotiating Committee, which will function as a District Grievance Committee on the following basis:

There must be present at the Grievance Committee meeetings at least three Regular Employer members and three regular Union members, in addition to the members from the Port originating the dispute as these latter members may participate in the discussion but may not vote. Each side shall have four votes, and if the fifth member of their side is absent he shall authorize his vote to be cast by one of the voting members in attendance.

This Grievance Committee shall meet at least quarterly, and in the case of urgent matters it shall make every effort to meet as soon as possible.

A majority decision of this Committee shall be final and binding on both parties and on all Employers signing this Agreement. In the event the Committee is unable to reach a majority decision within seventy-two (72) hours after meeting to discuss the case, it shall employ a professional arbitrator whose expenses and fees as well as those of any expert witness required by the arbitrator are to be borne jointly by the Management and Union of the Port concerned. Should the Committee be unable to agree on the selection of an arbitrator, they shall request the assistance of the Federal Mediation and Conciliation Service in designating a suitable arbitrator. Expenses of the Employer members of the District Grievance Committee are to be borne by the Port Employers, and of the Union members of the District Grievance Committee by the I.L.A.

In the selection of an arbitrator, thought will be given to a person who is knowledgeable and familiar with the problems of the Longshore Industry.

Any decision in favor of an Employee involving monetary aspects or discharge shall require the Employer involved to make financial restitution from the time of the complaint concerned, whereas decisions involving working methods or interpretations shall take effect seventy-two (72) hours after being rendered.

15. (C) The above mentioned Joint Negotiating Committee shall consist of an Employer's side of five members, one each from Wilmington, North Carolina; Charleston, South Carolina; Savannah, Georgia; Jacksonville, Florida; and Tampa, Florida; and a Union side of one ILA representative from each of these ports.

Each Employer vacancy shall be filled by the Port with the vacancy, and each Union vacancy by the Southeastern Dock and Marine Council of the ILA.

15. (D) The Joint Negotiating Committee upon written request of any Employer signatory to this Agreement or any Local covered by this Agreement shall determine whether new commodities or new types of packing present hazards or discomforts in handling which make it necessary to add such items to now existing penalty classifications. Such decisions shall be final and binding on all signatories to this Agreement, but where no majority decision is reached by the Committee, this shall constitute a denial of such addition.

15. (E) It is understood and agreed that there will be no changes made in this Agreement except by mutual consent in writing and with the full knowledge of all members of the Joint Negotiating Committee. All interpretations of this Agreement will be made in accordance with the provisions of Clause 15.

15. (F) The Union agrees that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement, the Employers will not be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement. Anything not contained in this Agreement shall not be construed as being part of this Agreement.

16. Both parties agree to cooperate with all efforts to provide safe working conditions including such efforts of the United States Department of Labor and all Port-wide Longshore Safety Councils and Company safety programs. Where neither such Councils nor such company programs now exist, the parties shall cooperate in establishing one or the other, with meetings to take place at least quarterly.

The requirements of the Occupational Safety and Health Administration shall be binding on both parties. All personnel reporting for work must be dressed so that no additional hazard is created and must wear safety shoes.

17. J.M.A. agrees to participate in the J.S.P. Program in order to preserve the job security of clerks and checkers. The J.M.A. further agrees that Clause 15(a)(1) shall not apply in the event a carrier does not subscribe to the J.S.P. agreement and the ILA elects to refuse to work for that carrier.

18. It is the intention and purpose of all parties hereto that no provision or part of this Agreement shall be violative of any Federal or State law.

19. Past practices and Port policies of previous Agreement are to be continued.

For the International Longshoremen's Association	For the Jacksonville Maritime Association
R. B. Keith	C. H. McCarthy, Jr.
President, Local 1593	President
Walter M. Ashley	V. McDaniel, Jr.
Business Agent, Local 1593	Labor Negotiator

Jacksonville Maritime Association represented the following listed employer members in signing this collective bargaining agreement:

Caldwell Shipping Co.
Eller & Co.
Gulf Terminal International
Harrington & Co.
Kaufmann Shipping Co.
McGiffin & Co.
South Atlantic Terminals, Inc.
Southeastern Maritime Co.
Southern Carolina Stevedoring Co.
Stevens Shipping Co.
Strachan Shipping Co.

EXHIBIT B

S.P.A. LABOR AGREEMENT

THIS IS AN AGREEMENT between the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCALS #1408 and #1408-A (jointly the "I.L.A.") and JACKSONVILLE BULK TERMINALS, INC., ("J.B.T."), governing the unloading from rail tank cars of Superphosphoric Acid ("SPA") and the subsequent loading of SPA aboard vessels for shipment by water.

BACKGROUND AND PURPOSE:

SPA is a liquid product which must be maintained at all times at a temperature of not less than 150° F. Under normal conditions, the SPA which is produced and shipped by Occidental Chemical Company, will arrive at J.B.T. in a 48-car unit train. The train must operate on a thirty-two (32) hour turnaround, with only six (6) hours allowed for unloading at J.B.T. Efficient unloading is essential to the entire SPA operation. Accordingly, it is necessary for the protection of the cargo that the trains be unloaded immediately upon arrival, without regard to the time of day or night, the day of the week, or whether it arrives on holidays or "no-work" holidays. Shiploading, likewise, which will consist of positioning loading arms over each vessel's manifold, must be accomplished without delay.

The Longshoremen's Agreement and Warehouse Agreement between the Jacksonville Maritime Association and the ILA, which became effective October 1, 1977 (the Primary Contracts) do not expressly cover the operations in question. Moreover, they do not address certain of the special problems presented by the peculiarities of the operation. Therefore, it is recognized that this Agreement is necessary, notwithstanding the provisions of paragraph 15(E) and 15(F) of the current Longshore-

men's Agreement, and paragraphs 19 and 20 of the current Warehouse Agreement.

AGREEMENT:

In consideration of the mutual benefits to be gained by the parties, and the mutual promises made in this document, the parties hereto agree, as follows:

1. J.B.T. recognizes the ILA as the Collective Bargaining Representative of the two shiploading gangmen and the two warehouse gangmen who will perform the work described below, and their back-ups. In view of the fact that only two-man gangs are needed, Headers will not be required for the SPA operations only.

1. (a) Except where in conflict with this Agreement, the provisions of the Primary Contracts shall apply. It is understood that this includes any accrued retroactive wages resulting from and agreed to in connection with any future renewals of the Primary Contracts.

2. In recognition of the unusual and unique means of transporting the liquid SPA to, and receiving it at the Terminal facilities, and because of the unit train concept of its arrival being scheduled on a thirty-two (32) hour cycle by the railroad, the two (2) warehouse gangmen assigned for car unloading operations may be ordered for a start any hour of the day or night, and on Saturdays, Sundays and holidays, including the (4) "no-work" holidays, at the applicable wage rates specified in the Primary Contract, except as provided herein. They will be ordered through the Union Hall during its regular business hours, but may be ordered by contacting the President, Vice-President, Business Agent or Dispatcher of the local ILA at their homes after Union Hall business hours, on week nights or on Saturdays, Sundays or holidays (including "no-work" holidays), upon not less than ten (10) hours notice as necessary to assure labor on hand upon arrival of the unit trains. In the case of

warehouse men working SPA cars only, they may be ordered for starting times at any hour of the day or night, including weekends, holidays and "no-work" holidays, and shall be paid no less than the eight (8) hour minimum at the applicable straight time or overtime rates for week days, weekends and holidays, with running time thereafter, and shall be paid from the starting time ordered.

2. (a) Starting times and wage rates for the two (2) longshore shiploading gangmen shall be in accordance with the provisions of the Primary Contract, and include the applicable eight (8) hour minimum, except that such starting times shall also include work on the four (4) "no-work" holidays.

2. (b) In the case of a requirement for work by the two (2) warehouse gangmen on SPA cars, or work by the two (2) longshore shiploading gangmen on one of the four (4) "no-work" holidays, double their applicable overtime rates shall be paid for any work performed on such days between 12:01 A.M. and 12 MIDNIGHT of the day constituting the "no-work" holiday, and the applicable overtime rate shall apply for any work performed after midnight of the "no-work" holiday. In any event, the eight (8) hour minimums shall apply for any work performed on such days.

3. Due to the training to be provided, and the special protective clothing to be supplied to both the two (2) warehouse gangmen and the two (2) shiploading gangmen, the same men will be provided by the Union for the arrival of each train and/or ship. The Employer agrees to train and provide protective clothing for two (2) additional warehouse gangmen and two (2) additional shiploading gangmen as back-ups. In the event one of the regular warehouse or shiploading gangmen is unable to report, one of the appropriately trained back-up men will be made available as a qualified replacement.

4. Notwithstanding any provisions of the Primary Contracts to the contrary, due to the particular nature of the product to be handled, once operations have started for the unloading of cars into tanks, or once pumping has commenced from tanks to vessels, such operations shall not be suspended or interrupted due to any provisions, expressed or implied, by the Primary Contracts or this Agreement. In case of injury or illness, back-up men will be supplied as soon as possible, while pumping shall be allowed to continue uninterrupted. In such case, the back-up man's time will start when he reports for work, but in any event he will be guaranteed his eight (8) hour minimum at the applicable rate. In such event, however, the ten (10) hour ordering requirement for the back-up man will be waived.

5. Again, in recognition of the need, at all times, for maintaining the correct temperature of the material to be handled, and in consonance with the requirement and intent of paragraph four, and other operating requirements, pumping from cars to tanks, or tanks to ship cannot be suspended during normal specified meal hours, or midnight breaks. Accordingly, in lieu of meal hour penalty pay, men will be given a full uninterrupted meal hour between 6:00 a.m. and 8:00 a.m., 12:00 noon and 2:00 p.m., 6:00 p.m. and 8:00 p.m., and midnight and 2:00 a.m., at a time between those hours when connecting or disconnecting car unloading arms or shiploading arms is not required. It is understood that pumping operations will continue during the meal hours.

6. Men working on election day, whose starting times and knock-off times would prevent adequate time for voting, will be excused, one at a time, for not more than two (2) hours, with pay, for voting purposes only. Pumping of SPA from cars to tanks or tanks to vessel shall be permitted to continue during such absences.

Men will be excused for Union elections requiring attendance of the entire membership. The absence of ILA

men on such occasions will not be permitted to delay the discharge of SPA from rail cars to tanks or the pumping from tanks to vessel.

7. This Agreement, which becomes effective on the 4th day of October, 1979, shall continue in effect for the duration of the Primary Contracts, and any extensions thereof, and shall automatically renew with the execution of any future new Primary Contracts, unless rescinded, in writing, by either party not more than 120 days, nor less than 90 days prior to the expiration of the Primary Contracts then in effect. However, it is understood and agreed that continuation of this Agreement shall automatically include any adjustments of wage rates, overtime, hourly minimums, GAI, WPV and all other fringe benefits provided by any new Primary Contracts.

EXECUTED AT JACKSONVILLE, DUVAL COUNTY, FLORIDA, on the 4th day of October, A.D., 1979.

FOR THE I.L.A.	FOR JACKSONVILLE BULK TERMINALS, INC.
/s/ [Illegible]	/s/ [Illegible]

APPROVED FOR THE JACKSONVILLE MARITIME ASSOCIATION, INC.

By: /s/ [Illegible]

Date of Approval: Oct. 4, 1979

Witness: /s/ [Illegible]

Witness: /s/ [Illegible]

Witness: Gerard B. Fox, Vice-President, JMA

IV OTHER PARTS OF THE RECORD

COURT EXHIBIT NO. 1

GENERAL COUNSEL OF THE
UNITED STATES DEPARTMENT OF COMMERCE
Washington, D.C. 20230

January 30, 1980

The Honorable Benjamin R. Civiletti
Attorney General
U.S. Department of Justice
Washington, D.C. 20530

Dear Mr. Attorney General:

I am advised that an action was filed this week in the United States District Court for the Middle District of Florida challenging the refusal of an International Longshoremen's Association local to load superphosphoric acid destined for the U.S.S.R. I am advised further that the judge has asked the U.S. Attorney to advise the court as to any United States interest in the matter. As the Secretary of Commerce is charged with the administration of controls over exports from the United States under the Export Administration Act of 1979 (to be codified at 50 U.S.C. App. §§ 2400 et seq.), I am providing you with information which I believe should be brought to the attention of the court.

There is no current prohibition against the export from the United States to the U.S.S.R. of super phosphoric acid under the export control laws and regulations. Exports to the Soviet Union of superphosphoric acid (and many other commodities) are currently under what is called general license authorization, which means that

the export can be made without application to or approval from the Department of Commerce. The export of certain other commodities to the Soviet Union requires a validated license. Exports of high technology and strategic items have been controlled under validated license procedures for many years. On January 7, 1980, pursuant to Presidential directive the Department of Commerce subjected the export of agricultural commodities to validated license procedures and barred exports of wheat and corn in excess of the eight million metric tons committed under the U.S.-Soviet Grains Agreement.

On January 8, 1980, the President of the United States directed the Secretary of Commerce to conduct a review of United States policy with respect to exports to the Soviet Union and in connection with that review to determine whether certain transactions now under general license status should be subject to validated license requirements. That review is proceeding quickly. The Secretary of Commerce has stated that consideration will be given to subjecting phosphates (including superphosphoric acid) to an export limitation or ban under the validated licensing procedure. This issue remains unresolved.

The Department of Commerce takes no position as to the merits of the action pending in the District Court in Florida, but I do believe that the Court and the parties to this proceeding should take note of the fact that appropriate governmental action has been taken and will be taken with respect to exports to the Soviet Union to protect the interests of the United States, and that private actions by longshore workers to interfere with such exports are not warranted. The review in progress will address the relationship of these exports to the national security, foreign policy and economic interests of the United States in a careful and coordinated manner, giving effect to the applicable provisions of United States

law. The President has already directed action to suspend certain exports pending completion of the policy review, but he has not deemed it necessary or appropriate to extend such an interim action to phosphates or to the many other commodities which may still be lawfully exported to the Soviet Union without a validated license.

I enclose copies of the relevant Presidential directives and Department of Commerce notices and regulations.

Sincerely,

/s/ Cecil Hunt
CECIL HUNT
Assistant General Counsel
for International Trade

THE WHITE HOUSE

January 7, 1980

MEMORANDUM FOR THE SECRETARY OF COMMERCE

I hereby direct that you, in consultation with the Secretary of Agriculture and other appropriate officials, take immediate action under the Export Administration Act to terminate shipments of agricultural commodities and products, including wheat and corn, to the Soviet Union. Export licenses should be granted, however, to the extent necessary to permit shipments to continue up to the 8,000,000 metric tons of wheat and corn per year covered by Article 1 of the 1975 Agreement between the United States and the Soviet Union on the Supply of Grain. I am taking this action in the national security and foreign policy interests of the United States. I have determined in accordance with the Export Administration Act that the absence of controls would be detrimental to those interests and that alternative courses of action would not comparably advance them.

/s/ Jimmy Carter

THE WHITE HOUSE

January 8, 1980

MEMORANDUM FOR THE SECRETARY OF COMMERCE

SUBJECT: Policy on Technology Transfers to the USSR

I direct that you, in consultation with the Secretary of Defense and other appropriate officials, review and revise our policy with respect to the export of high technology and other strategic items to the Soviet Union. Pending review, no validated export licenses for shipment of goods or technical data to the Soviet Union are to be approved. This review is to reassess what exports will make a significant contribution to the military potential of the Soviet Union and therefore prove detrimental to the security of the United States in light of the Soviet intervention in Afghanistan.

In addition, I direct that you immediately review those transactions for which validated licenses have already been issued but export has not occurred to determine whether any such licenses should be suspended or revoked in light of the changed national security circumstances.

Finally, I direct that you, in consultation with the Secretary of State and other appropriate officials, determine whether certain transactions now under general license requirements should be subject to validated license requirements.

/s/ Jimmy Carter

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THE WHITE HOUSE

Washington

January 9, 1980

MEMORANDUM FOR THE SECRETARY OF COMMERCE

SUBJECT: Policy on Technology Transfers to the USSR

I direct that you immediately suspend all existing specific export licenses to the Soviet Union and freeze all shipments under these licenses pending prompt review of whether these licenses should be indefinitely suspended or revoked in light of the changed national security circumstances. It is important that this review and resulting decisions be made with the utmost urgency.

/s/ Jimmy Carter

DEPARTMENT OF COMMERCE

International Trade Administration

15 CFR Part 390

Suspension of Outstanding Validated Licenses and Other Authorizations for Shipments to the U.S.S.R. and Notice of Suspension of New Licensing.

AGENCY: Office of Export Administration, International Trade Administration, U.S. Department of Commerce.

ACTION: Interim rule with request for comments.

SUMMARY: This issuance announces a General Order of The Department of Commerce r nending immediately all outstanding validated export ı. es and other specific authorizations heretofore iss. l for shipments to the U.S.S.R. pending a prompt review of U.S. licensing policy in light of change national security circumstances. Furthermore, this issuance provides notice that, with the exception of licenses for certain agricultural commodities, no new licenses or other authorizations for export to the U.S.S.R. will be issued by the Department of Commerce pending such review.

DATES: These rules are effective 12 noon EST, January 11, 1980. Comments must be received by the Department by March 11, 1980. However, these regulations may be revised before the close of the comment period.

ADDRESS: Written comments (six copies when possible) should be sent to: Richard J. Isadore, Acting Director, Operations Division, Office of Export Administration, U.S. Department of Commerce, Room 1617M, Washington, D.C. 20230.

FOR FURTHER INFORMATION CONTACT: Mr. Archie Andrews, Director, Exporters' Service Staff, Office of Export Administration, Department of Commerce, Washington, D.C. 20230 (Telephone: (202) 377-5247 or 377-4811.)

SUPPLEMENTARY INFORMATION:

Regulatory Changes

At the direction of the President, the Department of Commerce is undertaking a prompt review of exports to the U.S.S.R. in light of the Soviet intervention in Afghanistan and changed national security circumstances. This rule announces a General Order suspending all validated licenses and other authorizations for exports and reexports to the U.S.S.R., as described below, pursuant to pertinent provisions of the Export Administration Regulations (15 CFR 372.9(9)(4) and 374.8). This suspension is to continue in effect only so long as the Department of Commerce deems necessary to complete appropriate review. This review is proceeding with the utmost urgency.

Effective 12 noon EST January 11, 1980, the Department of Commerce is suspending all outstanding validated licenses issued on or before January 11, 1980, for exports of goods or technology to the U.S.S.R. Except as provided in the Saving Clause below, as of the effective date and time, no further shipments to the U.S.S.R. may be made against such validated licenses, unless reauthorized by the Department of Commerce subsequent to January 11, 1980. In addition, the Department is suspending all reexport authorizations (15 CFR Part 374), parts and components authorizations (15 CFR 376.12), and special bulk licenses (15 CFR Part 373) issued on or before January 11, 1980, for shipment of any commodities or transfer of technical data (15 CFR Part 379) to the U.S.S.R. Except as provided in the

Saving Clause below, as of the effective date and time, no further shipments to the U.S.S.R. may be made against such authorizations or special bulk licenses unless reauthorized by the Department of Commerce subsequent to January 11, 1980. With regard to the special bulk licenses, these are suspended only to the extent that they authorize shipments to the U.S.S.R. Use of these special bulk licenses for shipments to other destinations is not affected by this action.

Any party in possession of a validated license or other authorization suspended by the Order is required to return such license or authorization to the Office of Export Administration. Special bulk licenses need not be returned, but cannot be used for shipments to the U.S.S.R. without further authorization.

The Order is not applicable to agricultural commodities and products which were made subject to validated license requirements by the notice published in the Federal Register on January 9, 1980 (45 FR 1883). Shipments which existing regulations permit to be made under general license are not affected by this General Order and may continue to be made under such authority.

Shipments of any affected commodity or technical data previously authorized for shipment to the U.S.S.R. by a validated license or authorization, as described above, that were on dock, on lighter, laden aboard an exporting carrier, or in transit to a port of exit pursuant to actual orders or export prior to 12 noon EST January 11, 1980 may be exported under that validated license or authorization up to 12 noon EST January 13, 1980. Any such shipment not exported before 12 noon EST January 13, 1980 may not be shipped to the U.S.S.R. without further authorization from the Office of Export Administration.

Notice to Exporters

At the further direction of the President, the Department of Commerce has suspended the issuance of new validated licenses and other authorizations for export to the U.S.S.R. pending review and revision of U.S. policy with respect to exports to the U.S.S.R. in light of the Soviet intervention in Afghanistan. This review will include certain transactions currently permitted under general license to determine whether they should be made subject to validated licenses. However, no changes in the general license provisions of the Export Administration Regulations are being made at this time.

Accordingly, exporters are placed on notice that the issuance of validated licenses and the approval of other requests for export or reexport authorization for shipments to the U.S.S.R. are suspended pending review and revision of U.S. policy.

Excepted are licenses which may be issued for the export of wheat or corn as provided in the Federal Register notice published on January 9, 1980 (45 FR 1883). This suspension affects validated export license applications, parts and components applications, special bulk licenses (to the extent they would authorize exports to the U.S.S.R.) and reexport requests which are currently pending, as well as any new applications or requests hereafter filed. This will serve as notice to exporters as to the reason for the delay in the processing of their validated export license applications or other requests.

Rulemaking Requirements:

Section 13(a) of the Export Administration Act of 1979 (Pub. L. 96-72, to be codified at 50 U.S.C. App. 2401 et seq.) (the "Act") exempts regulations promulgated under the Act from the public participation in rulemaking procedures of the Administrative Procedure Act. Because they relate to a foreign affairs function

of the United States, it has also been determined that these regulations are not subject to Department of Commerce Administrative Order 218-7 (44 FR 2082 et seq., January 9, 1979) and the Industry and Trade Administration Administrative Instruction 1-6 (44 FR 2093 et seq., January 9, 1979) which implement Executive Order 12044 (43 FR 12661 et seq., March 23, 1978), "Improving Government Regulations."

However, because of the importance of the issues raised by these regulations and the intent of Congress set forth in section 13(b) of the Act, these regulations are issued in interim form and comments will be considered in developing any final regulations. Under section 9.06 of Administrative Order 218-7 the Department is required to provide a comment period of at least sixty days. However, these regulations may be revised before the end of the comment period. Accordingly, interested persons who desire to comment are encouraged to do so at the earliest possible time to permit the fullest consideration of their views.

The period for submission of comments will close on March 11, 1980. No comments received after the close of the comment period will be accepted or considered by the Department in the development of any final regulations which may be issued. Business data which any party desires to submit in confidence shall be submitted on separate sheets bearing at the top of each sheet the clear legend "Confidential Business Information." By submitting data identified as "Confidential Business Information," the petitioner or other party represents that the information is exempted from public disclosure, either by the Freedom of Information Act or by a specific statutory exemption. Any request for confidential treatment must be accompanied at the time of filing by a statement justifying nondisclosure and referring to the specific legal authority claimed. However, the Office of

Export Administration may refuse to accept as "confidential" any information which is not intended to be protected under the law. Any information which the Office of Export Administration refuses to accept as "confidential" and returns to the commenter may be submitted as nonconfidential, or may be withdrawn and will not be considered.

All public comments to be considered in any revision to these regulations, except those submitted on a confidential basis as described above, will be a matter of public record and will be available for public inspection and copying. In the interest of accuracy and completeness, comments in written form are preferred. If oral comments are received, they must be followed by written memoranda which will also be a matter of public record and will be available for public review and copying. Communications from agencies of the United States Governments or foreign government will not be made available for public inspection.

The public record concerning these regulations will be maintained in the International Trade Administration Freedom of Information Records Inspection Facility, Room 3012, U.S. Department of Commerce, 14th Street and Constitution Avenue, N.W., Washington, D.C. 20230. Records in this facility, including written public comments and memoranda summarizing the substance of oral communications, may be inspected and copied in accordance with regulations published in Part 4 of Title 15 of the Code of Federal Regulations. Information about the inspection and copying of records at the facility may be obtained from Mrs. Patricia L. Mann, the International Trade Administration Freedom of Information Officer, at the above address or by calling (202) 377-3031.

Accordingly, The Export Administration Regulations (15 CFR Part 368 *et seq.*) are amended by establishing a new § 390.6 to read as follows:

§ 390.6 General order suspending validated licenses and other authorizations for exports to the U.S.S.R.

(a) *Suspension of validated licenses and authorizations.* Effective 12 noon EST January 11, 1980, all validated licenses, reexport authorizations, and parts and components authorizations for shipment of any commodities or transfer of any technical data to the Union of Soviet Socialist Republics (U.S.S.R.) are suspended. This suspension includes shipments under special bulk licenses, described in Part 373, to the extent they authorize shipment of commodities to the U.S.S.R. Except as described in the Saving Clause, no exports or reexports may be made against such suspended licenses or authorizations without further approval from the Office of Export Administration. This order does not affect any agricultural commodities or products made subject to validated licensing pursuant to § 376.5 of these regulations.

(b) *Saving Clause.* Shipments of any commodity or technical data previously authorized for shipment to the U.S.S.R. by a validated license or authorization, as described in paragraph (a) of this section, that were on dock, on lighter, laden aboard an exporting carrier, or in transit to a port of exit pursuant to actual orders for export prior to 12 noon EST January 11, 1980 may be exported under that validated license or authorization up to 12 noon EST January 13, 1980. Any such shipment not exported before 12 noon EST January 13, 1980 may not be shipped to the U.S.S.R. without further authorization from the Office of Export Administration.

(c) Any party in possession of a validated license of authorization suspended by this General Order shall, within 15 days of the effective date, return such license or other authorization, along with any amendments thereto, to Richard J. Isadore, Acting Director, Operations Division, Room 1617M, Office of Export Administration, International Trade Administration, U.S. Department of

Commerce, Washington, D.C. 20230, annotated on the reverse to indicate any shipments already made. Holders of special bulk licenses need not return them, but may make no shipments to the U.S.S.R. until such time as the Department of Commerce authorizes them to do so.

DRAFTING INFORMATION: The principal authors of these rules are Daniel E. Cook, Assistant to the Director, Policy Planning Division, Office of Export Administration, and Roman W. Sloniewsky, Deputy Assistant General Counsel for Domestic Commerce.

(Sec. 13, 15, and 21, Pub. L. 96-72, to be codified at (50 U.S.C. app. 2401 et seq.); Department Organization Order 10-3, dated January 3, 1980)

Dated: January 11, 1980.

Donald A. Furtado.

Acting Under Secretary for International Trade.

[FR Doc. 80-1380 Filed 1-11-80, 2:52 p.m.]

BILLING CODE 3510-25-14

DEPARTMENT OF COMMERCE

International Trade Administration

15 CFR Parts 376, 386, and 399

Restriction on the Export of Agricultural Commodities and Products to the U.S.S.R.

AGENCY: Office of Export Administration, International Trade Administration, U.S. Department of Commerce.

ACTION: Interim rule.

SUMMARY: This issuance implements the President's determination to restrict exports of agricultural commodities and products to the U.S.S.R., in the interests of U.S. national security and foreign policy. The regulations prohibit the export and reexport from foreign countries of U.S. origin agricultural commodities to the U.S.S.R., with the exception of wheat and corn, exports of which will be permitted up to an aggregate of 8 million metric tons during the period October 1, 1979-September 30, 1980, which is the fourth year of the U.S.-U.S.S.R. grain agreement.

DATES: These rules are effective 11:59 p.m., EST, January 7, 1980. Comments must be received by the Department by March 7, 1980.

ADDRESS: Written comments (six copies when possible) should be sent to: Richard J. Isadore, Acting Director, Operations Division, Office of Export Administration, U.S. Department of Commerce, Room 1617 M, Washington, D.C. 20230.

FOR FURTHER INFORMATION CONTACT: Mr. Converse Hettinger, Director, Short Supply Division, Office of Export Administration, Department of Commerce, Washington, D.C. 20230 (Telephone: (202) 377-3984.)

SUPPLEMENTARY INFORMATION:

Presidential Memorandum

On January 7, 1980 the President issued the following directive to the Secretary of Commerce:

> I hereby direct that you, in consultation with the Secretary or Agriculture and other appropriate officials, take immediate action under the Export Administration Act to terminate shipments of agricultural commodities and products, including wheat and corn, to the Soviet Union. Export licenses should be granted, however, to the extent necessary to permit shipments to continue up to the 8,000,000 metric tons of wheat and corn per year covered by Article I of the 1975 Agreement between the United States and the Soviet Union on the Supply of Grain. I am taking this action in the national security and foreign policy interests of the United States. I have determined in accordance with the Export Administration Act that the absence of controls would be detrimental to those interests and that alternative courses of action would not comparably advance them.

This issuance reflects the directives contained in the President's memorandum.

Regulatory Changes—Agriculture Commodities

Effective 11:59 PM EST January 7, 1980, the Department of Commerce is suspending the policy of permitting the use of General Licenses for the export from the United States of agricultural commodities and products (herein referred to as "agricultural commodities") to the U.S.S.R. and is requiring the issuance of validated licenses before such shipments may be made. In addition, as of the effective date and time, the reexport of U.S.-origin agricultural commodities from other countries to the U.S.S.R. is prohibited without prior written

authorization from the Office of Export Administration. The commodities made subject to validated licensing or reexport authorization by this issuance are listed in a new Supplement to Part 376 of the Export Administration Regulations. Exports of wheat and corn to the U.S.S.R. are made subject to an aggregate limitation of 8 million metric tons for the two commodities combined during the period October 1, 1979-September 30, 1980. No distinction is made between the treatment of wheat and corn. Exports and reexports of other agricultural commodities to the U.S.S.R. are prohibited. While a procedure is established for the consideration of applications to export or reexport to the U.S.S.R. other commodities made subject to validated licensing by this issuance such licenses and reexport authorizations will *not* be approved except where (1) it is established to the satisfaction of the Office of Export Administration, in consultation with the Department of Agriculture, that the commodities are not agricultural commodities and were erroneously classified as such in this issuance, (2) as of 11:59 PM EST January 7, 1980, loading of the agricultural commodities aboard an oceangoing exporting carrier had actually commenced or, (3) as of 11:59 PM EST January 7, 1980, the agricultural commodities were actually enroute to a port of export aboard a rail car or truck which would be the exporting carrier. Applications to export wheat and corn from the United States or to reexport U.S.-origin wheat and corn from another country to the U.S.S.R. during the period October 1, 1979-September 30, 1980 must be submitted so as to reach the Short Supply Division, Office of Export Administration no later than 5:00 PM EST January 14, 1980. Such applications may be hand carried to Room 1617A, Main Commerce Building, 14th and E Streets, NW., Washington, D.C. during normal business hours, or mailed to the Office of Export Administration, Attention: Short Supply Division, Post Office Box 7138, Ben

Franklin Station, Washington, D.C. 20044. Applications to export other commodities made subject to validated licensing under these regulations may be submitted at any time.

Saving Clause

Shipments of commodities for which the use of a General License is suspended by the regulations announced herein may continue to be made under the suspended General License authority provided either (1) their loading aboard an oceangoing exporting carrier had actually commenced prior to 11:59 PM EST January 7, 1980, or (2) as of 11:59 PM EST January 7, 1980, they were actually enroute to a port of export aboard a rail car or truck which would itself serve as the exporting carrier *And provided further*, That such shipments actually depart the United States or the foreign country from which they are being reexported within 48 hours thereafter. All such shipments for export which have not actually departed the United States as of 11:59 PM EST January 9, 1980 will require a validated license.

Rulemaking Requirements

Section 13(a) of the Export Administration Act of 1979 (Pub. L. 96-72, to be codified at 50 U.S.C. App. 2401 et seq.) (the "Act") exempts regulations promulgated under the Act from the public participation in rulemaking procedures of the Administrative Procedure Act. Because they relate to a foreign affairs function of the United States, it has also been determined that these regulations are not subject to Department of Commerce Administrative Order 218-7 (44 FR 2082 et seq., January 9, 1979) and the Industry and Trade Administration Administrative Instruction 1-6 (44 FR 2093 et seq., January 9, 1979) which implement Executive Order 12044 (43 FR 12661 et seq., March 23, 1978), "Improving Government Regulations."

However, because of the importance of the issues raised by these regulations and the intent of Congress set forth in section 13(a) of the Act, these regulations are issued in interim form and comments will be considered in developing the final regulations. Accordingly, interested persons who desire to comment are encouraged to do so at the earliest possible time to permit the fullest consideration of their views. The period for submission of comments will close on March 7, 1980. No comments received after the close of the comment period will be accepted or considered by the Department in the development of the final regulations. Business data which any party desires to submit in confidence shall be submitted on separate sheets bearing at the top of each sheet the clear legend "Confidential Business Information." By submitting data identified as "Confidential Business Information," the petitioner or other party represents that the information is exempted from public disclosure, either by the Freedom of Information Act or by a specific statutory exemption. Any request for confidential treatment must be accompanied at the time of filing by a statement justifying nondisclosure and referring to the specific legal authority claimed. However, the Office of Export Administration may refuse to accept as "confidential" any information which clearly is not intended to be protected under the law. Any information which the Office of Export Administration refuses to accept as "confidential" and returns to the commenter may be submitted as nonconfidential, or may be withdrawn and will not be considered.

All public comments to be considered in any further revision to these regulations, except those submitted on a confidential basis as described above, will be a matter of public record and will be available for public inspection and copying. In the interest of accuracy and completeness, comments in written form are preferred. If oral comments are received, they must be followed by

written memoranda which will also be a matter of public record and will be available for public review and copying. Communications from agencies of the United States Government or foreign governments will not be available for public inspection.

The public record concerning these regulations will be maintained in the International Trade Administration Freedom of Information Records Inspection Facility, Room 3012, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW., Washington, D.C. 20230. Records in this facility, including written public comments and memoranda summarizing the substance of oral communications, may be inspected and copied in accordance with regulations published in Part 4 of Title 15 of the Code of Federal Regulations. Information about the inspection and copying of records at the facility may be obtained from Mrs. Patricia L. Mann, the International Trade Administration Freedom of Information Officer, at the above address by calling (202) 377-3031.

Enforcement

Exporters are advised that the Department, in consultation with the Department of Agriculture, intends to monitor closely exports and reexports of agricultural commodities to other countries to assure that the actions announced herein are not subverted through indirect shipment to the U.S.S.R. Should it appear that such indirect shipments are taking place, the Department intends to announce such further measures as may be necessary to assure the effectiveness of the actions announced herein.

Exporters are placed on notice that any action taken by any person with regard to an export or reexport transaction subject to the Export Administration Regulations with the knowledge that violation has occurred, is about to occur, or is intended to occur, with respect to the

whole or any part of such transaction, is prohibited by the Regulations (15 CFR 387.4). Thus, a shipment of agricultural commodities made to a consignee in a country other than the U.S.S.R. with the knowledge that such shipment is intended to be diverted from the original destination to the U.S.S.R. would constitute a violation of the provisions of these regulations.

Exporters are further placed on notice that any violations of the regulations announced herein will be subject to the civil, criminal and administrative penalties authorized by Section 11 of the Export Administration Act of 1979 and the provisions of Section 387 of the Export Administration Regulations. Such sanctions may include suspension of export privileges, fines up to 5 times the value of the export of $100,000, whichever is greater, imprisonment for not more than 10 years, or all three. The Department intends to monitor carefully compliance with the provisions of these regulations and to enforce any detected violations vigorously.

Accordingly, the Export Administration Regulations are amended as follows:

PART 376—SPECIAL COMMODITY POLICIES

1. A new § 376.5 is established to read as follows:

§ 376.5 Exports or Reexports of Agricultural Commodities to the U.S.S.R.

(a) *Scope.* This subsection sets forth the policies and procedures applicable to exports and reexports to the U.S.S.R. of U.S.-origin agricultural commodities and products (hereinafter referred to as "agricultural commodities") to the U.S.S.R.

(b) *Wheat and Corn.* Applications for a validated license to export wheat or corn or requests for authorization to reexport U.S.-origin wheat or corn to the U.S.S.R.

will be considered by the Office of Export Administration up to an aggregate quantity of 8 million metric tons for both commodities combined during the period October 1, 1979-September 30, 1980: *Provided,* Such applications are accompanied by the appropriate documentation and submitted as specified below. Exporters will have until 5:00 PM EST January 14, 1980 to submit applications and affidavits, as described below, setting forth their contract positions and quantities already or in process of being shipped as of 11:59 PM EST January 7, 1980. Such quantities will first be aggregated and deducted from the overall 8 million metric ton total and the unshipped balance of the 8 million metric tons will then be allocated to individual exporters on the basis of their proportionate share of the aggregate quantity they had under contract for shipment during the period October 1, 1979 through September 30, 1980, less the total quantity already shipped against such contracts.

(c) *Other Agricultural Commodities.* No export licenses or reexport authorizations will be issued for a commodity listed in Supplement No. 1 to Part 376 except *when* (1) it is established to the satisfaction of the Office of Export Administration, in consultation with the Department of Agriculture, that the commodity is not an agricultural commodity and was erroneously included in the list of agricultural commodities contained in Supplement No. 1 to Part 376; or (2) it is established to the satisfaction of the Office of Export Administration that, as of 11:59 PM EST January 7, 1980, loading of the agricultural commodity aboard an oceangoing exporting carrier had actually commenced, or the agricultural commodity was enroute to a port of export via a truck or rail car which would be the exporting carrier. Applications which fall into either of these two categories will be considered for issuance by the Office of Export Administration if accompanied by the documentation required below.

(d) *Submission of Applications*—(1) *Wheat and Corn.* An application for a license to export or to reexport wheat or corn to the U.S.S.R. during the period October 1, 1979-September 30, 1980 must be submitted so as to actually reach the Short Supply Division, Office of Export Administration, no later than 5:00 PM EST January 14, 1980. No application received subsequent to this time and date will be considered.

(2) *Other Agricultural Commodities.* An application to export or to reexport to the U.S.S.R. a commodity listed in Supplement No. 1 Part 376 on the grounds that it is not an agricultural commodity or on the grounds that as of 11:59 PM EST January 7, 1980, its loading aboard an oceangoing exporting carrier had either actually commenced or that it was enroute to a port of export on a truck or rail car which would be the exporting carrier may be submitted at any time.

(3) *Method of Submission.* Applications filed under this section may be hand carried to Room 1617A, Main Commerce Building, 14th and E Streets, N.W., Washington, D.C. during normal business hours or mailed to the Office of Export Administration, Attention: Short Supply Division, Post Office Box 7138, Ben Franklin Station, Washington, D.C. 20044.

(e) *Documentation.* An application for a validated license to export an agricultural commodity from the United States to the U.S.S.R. must be submitted on Form ITA-622P, Application for Export License, and be accompanied by the documentation listed below. An application for an authorization to reexport to the U.S.S.R. a U.S.-origin agricultural commodity previously exported from the United States must be submitted on Form ITA-699P, Request to Dispose of Commodities or Technical Data Previously Exported, and be accompanied by the documentation listed below.

(1) *Wheat and Corn.* (i) A certified copy or a photocopy of the export sales contract calling for shipment during the period October 1, 1979-September 30, 1980, and

(ii) An affidavit signed by an authorized representative of the exporter stating (A) the aggregate quantity of U.S.-origin wheat and corn which, prior to January 4, 1980, the exporter had contracted to export or reexport to the U.S.S.R. during the period October 1, 1979-September 30, 1980, and had reported to the Department of Agriculture under that Department's export sales reporting program, (B) the aggregate quantity of all shipments made against those contracts prior to 11:59 PM EST, January 7, 1980 and (C) the aggregate quantity of wheat and corn whose loading aboard an oceangoing exporting carrier had actually commenced or which was enroute to a port of export on an exporting truck or rail car as of 11:59 PM January 7, 1980.

(2) All Other Agricultural Commodities Listed in Supplement No. 1 to Part 376.

(i) A certified copy or a photocopy of the export sales contract calling for shipment during the period October 1, 1979-September 30, 1980, and

(ii) An affidavit signed by an authorized representative of the exporter stating with particularity the precise location(s) and quantity(ies), of the commodities covered by the application for an export license or reexport authorization, and their stage of export loading or of export movement as of 11:59 PM EST January 7, 1980.

(f) *Validity period.* All licenses and reexport authorizations for wheat or corn issued under this section will expire April 30, 1980. Any other licenses which may be issued hereunder will expire as stated thereon.

(g) *Shipping Tolerance.* A shipping tolerance of 5 percent is allowed over the unshipped balance remaining on a validated export license or reexport authorization for the shipment of an agricultural commodity to the U.S.S.R. under the provisions of this section. (See also § 386.7 for a fuller discussion of shipping tolerance, including examples.)

(h) *Confidentiality.* Any documentation required and submitted under this section will be treated as confidential information under section 12(c) of the Export Administration Act of 1979.

(i) *Enforcement.* All persons are placed on notice that any violations of the provisions of this subsection or any other provisions of the Export Administration Regulations will be subject to the civil, criminal and administrative penalties authorized by section 11 of the Export Administration Act of 1979 and section 387 of the Export Administration Regulations. Such sanctions may include suspension of export privileges, fines up to five times the value of the exports involved or $100,000, whichever is greater, imprisonment for not more than ten years, or all three. All persons subject to the provisions of this section are further advised that the Office of Export Administration intends to monitor closely compliance with the provisions of this section.

2. A new Supplement No. 1 to Part 376 is established to read as follows:

Supplement No. 1 to Part 376 Agricultural Commodities and Products [1] SUBJECT TO VALIDATED LICENSING [2] TO THE U.S.S.R.

Schedule B No.	Commodity description
100.0220-193.2500.	Schedule 1. Animal and Vegetable Products
	Part 1. Live animals
	Part 2. Meats
	A. Bird meat
	B. Meats other than bird meat
	Part 3. Fish and shellfish
	A. Fish, fresh, chilled, or frozen
	B. Fish, dried, salted, pickeled, smoked, or kippered
	C. Fish in airtight containers
	D. Other fish products
	E. Shellfish
	Part 4. Dairy products, birds' eggs
	A. Milk and cream
	B. Butter and margarine
	C. Cheeses
	D. Other milk products
	E. Poultry and other birds' eggs
	Part 5. Hides, skins, and leather; furskins
	A. Hides, skins, and leather
	B. Furskins
	Part 6. Live plants, seeds
	A. Live plants
	B. Seeds
	Part 7. Cereal grains, milled grain products, and malts and starches
	A. Grains
	B. Milled grain products
	C. Malts and starches
	Part 8. Vegetables
	A. Vegetables, fresh, chilled, or frozen
	B. Vegetables, dried, desiccated, or dehydrated
	C. Vegetables, packed in salt, in brine, pickeled or otherwise prepared or preserved
	D. Mushrooms and truffles
	Part 9. Edible nuts and fruits
	A. Edible nuts
	B. Edible fruits
	C. Fruit flours, peels, pastes, pulps, jellies, jams, marmalades, and butters
	D. Glace nuts, fruits and other vegetable substances

Supplement No. 1 to Part 376 Agricultural Commodities and Products [1] SUBJECT TO VALIDATED LICENSING [2] TO THE U.S.S.R.—Continued

Schedule B No.	Commodity description
	Part 10. Sugar, cocoa; confectionery
	A. Sugars, syrups, and molasses
	B. Cocoa
	C. Confectionery
	Part 11. Coffee, tea, mate, and spices
	A. Coffee and coffee substitutes, tea, mate
	B. Spices and spice seeds
	Part 12. Beverages
	A. Fruit juices
	B. Non-alcoholic beverages
	C. Fermented alcoholic beverages
	D. Spirits, spiritous beverages and beverages and beverage preparations
	Part 13. Tobacco and tobacco products
	Part 14. Animal and vegetable oils, fats, and greases
	A. Oil-bearing vegetable materials
	B. Vegetable oils, crude or refined
	C. Animal oils, fats, and greases, crude or refined
	D. Hardened oils, fats and greases, mixtures
	Part 15. Other animal and vegetable products
	A. Edible preparations
	B. Animal feeds
	C. Feathers, downs, bristles and hair
	D. Shellac and other lacs; natural gums, gum resins, resins, and balsams; turpentine and rosin
	E. Miscellaneous animal products
	F. Miscellaneous vegetable products
200.3502-200.3586.	Schedule 2. Wood and Paper; Printed Matter
	Part 1. Wood and Wood Products
	A. Rough and Primary Wood Products
300.1030	Schedule 3. Textile Fibers and Textile Products
	Part 1. Textile Fibers and Wastes; yarns and threads
	A. Cotton
	B. Vegetable fibers, except cotton
	C. Wool and related animal hair
	D. Silk

[1] Commodity description, not Schedule B Number, determines the commodity subject to validate licensing.

[2] Applications to export and reexport the above to the U.S.S.R. will be considered in accordance with Part 376.5.

PART 386—EXPORT CLEARANCE

3. Section 386.7(a) is revised to read as follows:

§ 386.7 Shipping tolerance.

(a) *Increase in quantity.* A shipping tolerance of 10 percent is allowed over the unshipped balance of a commodity on a validated export license when the quantity specified for that commodity is in terms of weight or measures, *e.g.*, pound, barrel, foot, etc., *except* when (1) specifically limited by a note on the face of a validated export license (2) a smaller tolerance has been established for commodities under short supply control, i.e., as listed in a Supplement to Part 377, or (3) the license covers an agricultural commodity as listed in Supplement No. 1 to Part 376 which is destined to the U.S.S.R.

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PART 399—COMMODITY CONTROL LIST

4. The Commodity Control List incorporated by reference at § 399.1 is amended by including a new entry to read as follows:

Export control commodity number and commodity description.			
4994F Agricultural commodities, including animal and vegetable products, rough and primary wood products, textile fibers and wastes; yarns and threads as listed in Supplement No. 1 to Part 376			
Unit	Processing code	Validated license required	
(1)	SS	SZ and the U.S.S.R.	
GLV dollar value limits			
T	V	Q	
0	0	0	

[1]Report unit of quantity for each commodity as specified in Statistical Classification of Domestic and Foreign Commodities Exported from the United States, Schedule B.

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(Secs. 5, 6, Pub. L. 96-72, to be codified at 50 U.S.C. App. 2401 *et seq.*; Presidential Memorandum dated January 7, 1980; Department Organization Order 10-3, dated January 3, 1980.)

Dated: January 7, 1980.

Donald A. Furtado,

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